CITY OF ONTARIO

Regular City Council/Housing Authority Meeting
SEPTEMBER 15, 2026

City Hall
303 East B Street, Ontario, CA 91764

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

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

WELCOME TO A MEETING OF THE ONTARIO CITY COUNCIL

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

Anyone wishing to speak in person during public comment or on a particular item will be required to fill out a blue slip. Blue slips must be turned in prior to public comment beginning or before an agenda item is taken up. The Clerk will not accept blue slips after that time.

To submit written public comments by email, please send your name, the agenda item you are commenting on, and your comments to publiccomments@ontarioca.gov. The public comment submission window opens at the time the agenda is published and remains open until 4:00 p.m. on the day of the meeting. All comments received during this timeframe will be forwarded to the City Council for consideration before action is taken on the matter and will be entered into the record. To comment by phone, please call (909) 256-2441 during the meeting.

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 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

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

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.

PLEDGE OF ALLEGIANCE

Mayor pro Tem Porada

INVOCATION

Rabbi Stephen Epstein, Temple Shalom of Ontario

PUBLIC COMMENTS 6:30 P.M.

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

To submit written public comments by email, please send your name, the agenda item you are commenting on, and your comments to publiccomments@ontarioca.gov. The public comment submission window opens at the time the agenda is published and remains open until 4:00 p.m.

on the day of the meeting. All comments received during this timeframe will be forwarded to the City Council for consideration before action is taken on the matter and will be entered into the record.

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.

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.

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1. APPROVAL OF MINUTES

Minutes for the regular meetings of the City Council and Housing Authority of August 18, 2026, and approving same as on file in the Records Management Department.

ATTACHMENT: 20260818 Meeting Minutes (Not Official Until Approved).docx

2. BILLS & PAYROLL

Bills August 14, 2026 through August 27, 2026, and Payroll August 9, 2026 through August 22, 2026.

3. A RESOLUTION AMENDING THE APPENDIX TO THE CITY OF ONTARIO CONFLICT OF INTEREST CODE

That the City Council adopt a Resolution amending the Appendix to the Conflict of Interest Code to update position classification titles and filing requirements for City employees.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AND ADOPTING AN AMENDED APPENDIX OF THE CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974.

ATTACHMENT: 20260915 Amending_Conflict_of_Interest_Code RESO_RM.docx
ATTACHMENT: 20260915 Conflict of Interest Code 3 Exhibit A

4. AN AGREEMENT WITH THE CITY OF CHINO FOR MAINTENANCE AND OPERATION OF JOINTLY OWNED TRAFFIC SIGNALS AND INTERSECTION SAFETY LIGHTING

That the City Council authorize the City Manager, or his designee, to execute an Agreement with the City of Chino for Maintenance and Operation of Jointly Owned Traffic Signals and Intersection Safety Lighting and authorize the City Manager, or his designee, to execute any future amendments and related documents.

ATTACHMENT: Ontario-Chino_TS_Maint_Agreement__Final.pdf

5. A RESOLUTION ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2027-28 THROUGH 2031-32

That the City Council take the following actions:

A. Adopt a Resolution approving the Fiscal Years 2027-28 through 2031-32 Measure I Five-Year Capital Projects Needs Analysis (CPNA) ; and
B. Authorize the City Manager, or his designee, to approve changes to the plan as may be required by the City and/or San Bernardino County Transportation Authority (SBCTA).

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2027-28 THROUGH 2031-32.

ATTACHMENT: Measure I Five-Year Analysis 2027-28 Through 2031-32_01_RESO_RM
ATTACHMENT: Exhibit_A_02_pdf.pdf

6. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH ARDURRA GROUP, INC. FOR THE MISSION AND MOUNTAIN DEMOLITION PROJECT

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to complete and execute Amendment No. 7 to the Design Services Agreement with Ardurra Group, Inc., of Newport Beach, California, to provide construction documents for the Mission and Mountain Demolition Project located at 801, 803, and 805 S. Mountain Ave. in the amount of $26,762 for a total not-to exceed contract amount of $13,258,601; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

ATTACHMENT: Ardurra Group, Inc. - Amendment No. 7.pdf

7. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH RJM DESIGN GROUP, INC. FOR LANDSCAPE ARCHITECTURAL SERVICES FOR THE ONTARIO SPORTS EMPIRE PROJECT

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 5 to the Design Services Agreement with RJM Design Group, Inc., of San Juan Capistrano, California, for landscape architectural services for the Ontario Sports Empire Project in the amount of $271,225 for a total not-to-exceed contract amount of $3,918,475; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

ATTACHMENT: RJM - Amendment No. 5.pdf

8. A QUITCLAIM DEED AND A RESOLUTION APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY, AND FINAL TRACT MAP NO. 20534, LOCATED AT THE NORTHEAST CORNER OF NORTH LAUREL AVENUE AND WEST D STREET

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Quitclaim Deed to Laurel East LLC for fee title ownership transfer of a portion of a public alley between West D Street and West E Street; and
B. Adopt a Resolution approving a Subdivision Improvement Agreement, Improvement Security, and Final Tract Map No. 20534, located at the northeast corner of North Laurel Avenue and West D Street.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY, AND FINAL TRACT MAP NO. 20534, LOCATED AT THE NORTHEAST CORNER OF NORTH LAUREL AVENUE AND WEST D STREET.

ATTACHMENT: 20260915 TM-20534_01 EXHIBIT A.pdf
ATTACHMENT: 20260915_TM-20534_02_RESO_RM
ATTACHMENT: 20260915 TM-20534_03 SIA.pdf

9. AN AMENDMENT TO THE COMMON USE AGREEMENT WITH THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

That the City Council authorize the City Manager, or his designee, to approve an amendment to the Common Use Agreement (on file with Records Management) between the City of Ontario and the San Bernardino County Flood Control District for the operation and maintenance of storm drain facilities extending from the Grove Basin to Edison Avenue; and authorize the City Manager, or his designee, to execute the agreement and any future amendments to the Agreement.

ATTACHMENT: Exhibit A.pdf

10. AN IMPLEMENTATION AGREEMENT FOR THE NPDES PERMIT WITH SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT AND OTHER CO-PERMITTEES

That the City Council authorize the City Manager or his designee to execute the new National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Implementation Agreement between the City of Ontario, the San Bernardino County Flood Control District, and all 16 co-permittee agencies; and authorize the City Manager, or his designee, to execute said agreement and all future amendments up to the City Council authorized budget amount.

ATTACHMENT: MS4 Implmentation Agreement 2026.pdf

11. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES WITH POPULOUS, INC. FOR THE ONTARIO PROFESSIONAL BASEBALL STADIUM AND PARKING STRUCTURE PROJECT

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 3 to the Design Services Agreement with Populous, Inc., of Los Angeles, California, to provide additional design and engineering services for the Ontario Professional Baseball Stadium Project in the amount of $33,795 for a total not-to-exceed contract amount of $13,848,605, and extend the Agreement to May 1, 2027; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, and filing a notice of completion at the conclusion of all construction-related activities.

ATTACHMENT: Populous, Inc. - Amendment 3.pdf

12. AMERICORPS STATE CONTINUATION GRANT FOR 2026-27

That the City Council authorize the City Manager, or his designee, to execute grant documents and accept a $368,000 AmeriCorps Continuation Grant for the October 2026 through September 2027 program year to support the Ontario Promise Corps Program.

13. A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH K.C. RESTORATION CO., INC. FOR THE EMMONS BUILDING (GRANADA THEATER) HISTORIC REHABILITATION PROJECT

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Change Order No. 2 to Construction Contract No. D&C25-003 with K.C. Restoration CO., Inc., of Gardena, California, for the Emmons Building (Granada Theater) Historic Rehabilitation Project Phase 1 in the amount of $17,667, utilizing $9,332 in available project contingency and increasing the contract amount by $8,335, for a total not-to-exceed contract amount of $1,312,825; and

B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, and filing a notice of completion at the conclusion of all construction-related activities.

ATTACHMENT: Granada Theater - PCO No. 7.pdf
ATTACHMENT: 2. K.C. Restoration Co. Inc. - CO No. 2.pdf

14. AMENDMENTS TO THE DESIGN SERVICES AGREEMENTS WITH ARDURRA GROUP, INC., AND FEHR & PEERS, INC., AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENTS WITH HARRIS & ASSOCIATES, INC., AND MOOTE COMPANIES, LLC., AND A DESIGN SERVICES AGREEMENT WITH WESTLAND GROUP, INC., FOR THE ONTARIO RANCH ROAD AND GROVE AVENUE CORRIDOR IMPROVEMENT PROJECT AND A RESOLUTION MAKING A DECLARATION OF INTENT TO ISSUE TAX-EXEMPT OBLIGATIONS

That the City Council take the following actions:

A. Authorize the City Manager, or designee, to execute Amendment No. 6 to the Design Services Agreement with Ardurra Group, Inc. (Ardurra), of Newport Beach, California, to provide on-call design services for the Ontario Ranch Road and Grove Avenue Corridor Improvement Project in the amount of $7,455,068 for a new total revised not-to-exceed amount of $13,231,839, and a term of June 4, 2024 to June 4, 2029.

B. Authorize the City Manager, or designee, to execute Amendment No. 2 to the Design Services Agreement with Fehr & Peers, Inc. (Fehr & Peers), of Irvine, California, to provide on-call transportation planning and traffic engineering design services for the Ontario Ranch Road and Grove Avenue Corridor Improvement Project in the amount of $22,000 for a new total revised not-to-exceed amount of $686,211, and a term of April 2, 2024 to April 2, 2027.

C. Authorize the City Manager, or designee, to execute Amendment No. 1 to the Professional Services Agreement with Harris & Associates, Inc. (Harris and Associates), of Concord, California, to provide professional engineering plan check services for the Ontario Ranch Road and Grove Avenue Corridor Improvement Project in the amount of $2,394,972 for a new total revised not-to-exceed amount of $5,394,972, and a term of July 1, 2025 to June 30, 2028.

D. Authorize the City Manager, or designee, to execute Amendment No. 1 to the Professional Services Agreement with Moote Companies, LLC. (Moote), of Irvine, California, to provide on-call project management services for the Ontario Ranch Road

and Grove Avenue Corridor Improvement Project in the amount of $10,359,875 for a new total revised not-to-exceed amount of $10,459,875, and a term of April 4, 2023 to March 31, 2028.

E. Authorize the City Manager, or designee, to execute a Design Services Agreement with Westland Group, Inc. (Westland), of Rancho Cucamonga, California, to provide design services for the Ontario Ranch Road and Grove Avenue Corridor Improvement Project for a total not-to-exceed amount of $7,540,552, and a term of September 15, 2026 to August 31, 2031.

F. Authorize the City Manager, or designee, to execute all documents required for the completion of the project which may include, but are not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and submitting required documents with appropriate agencies.

G. Consider and adopt a Resolution making a declaration of intent to issue tax-exempt obligations.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, REGARDING ITS INTENTION TO ISSUE TAX-EXEMPT OBLIGATIONS INCLUDING PROJECTS AS PART OF THE CAPITAL IMPROVEMENT PROGRAM (CIP) OF THE CITY OF ONTARIO FOR FISCAL YEAR 2025-2026 THROUGH FISCAL YEAR 2029-2030, INCLUDING, BUT NOT LIMITED TO ONTARIO RANCH WEST INFRASTRUCTURE.

ATTACHMENT: Exhibit A.pdf
ATTACHMENT: 20260915 Ardurra DSA Amendment No. 6_01 AGMT.pdf
ATTACHMENT: 20260915 Fehr and Peers DSA Amendment No. 2 01 AGMT.pdf
ATTACHMENT: 20260915 Harris and Associates PSA Amendment No. 1 01 AGMT.pdf
ATTACHMENT: 20260915 Moote PSA Amendment No. 1 01 AGMT.pdf
ATTACHMENT: 20260915 DSA with Westland 02 AGMT.pdf
ATTACHMENT: ORR_Bond_Resolution_RM

15. AN ORDINANCE AMENDING CHAPTER 8A OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE RELATED TO THE WATER CONSERVATION PLAN

That the City Council adopt an Ordinance amending Chapter 8A of Title 6 of the Ontario Municipal Code related to the Water Conservation Plan.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTER 8A, OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE RELATING TO THE CITY'S WATER CONSERVATION PLAN.

ATTACHMENT: AMENDING CHAPTER 8A OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE_ORD_RM
ATTACHMENT: 20260915 Exhibit A Ch 8 Final.docx

16. A REIMBURSEMENT AGREEMENT FOR CERTAIN IMPROVEMENTS BETWEEN THE CITY OF ONTARIO AND OTC LOT B OWNER LLC

That the City Council adopt a Resolution authorizing the City Manager or Designee to negotiate and finalize remaining details for implementation of a Reimbursement Agreement (on file with Records Management) between the City of Ontario and OTC Lot B Owner, LLC. , and authorize the City Manager to execute the Agreement and all other documents required for implementation of the Agreement.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND OTC LOT B OWNER LLC FOR COSTS ASSOCIATED WITH THE CONSTRUCTION OF TOYOTA ARENA AND LOT B STORMWATER AND LOW IMPACT DEVELOPMENT IMPROVEMENTS.

ATTACHMENT: Ontario-LID Reimbursement Agreement RESO_RM

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.

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17. A PUBLIC HEARING TO CONSIDER ADOPTION OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR FISCAL YEAR 2025-26

That the City Council take the following actions:

A. Conduct a public hearing and receive public comments on the draft Fiscal Year 2025-26 Consolidated Annual Performance and Evaluation Report (CAPER);
B. Authorize Staff to submit the final Fiscal Year 2025-26 CAPER to the U.S. Department of Housing and Urban Development (HUD); and
C. Authorize the City Manager, or his designee, to execute all documents necessary to submit the CAPER.

ATTACHMENT: FY 25-26 Consolidated Annual Performance and Evaluation Report

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

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18. AUTHORIZE THE AGREEMENT FOR GROUND AMBULANCE SERVICES WITH CONSOLIDATED FIRE AGENCIES (CONFIRE) AND CITY OF ONTARIO

That the City Council authorize the City Manager, or his designee, to execute all documents related to the Agreement (on file with Records Management) between the Consolidated Fire Agencies (CONFIRE); and authorize the City Manager or his designee to negotiate all terms necessary to finalize the Agreement for implementation of ground ambulance transport services effective October 1, 2026.

ATTACHMENT: Exhibit A - CONFIRE County Ground Ambulance Service Agreement
ATTACHMENT: Letter of Intent CONFIRE EMS Division City of Ontario

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

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

ADJOURNMENT

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY
MINUTES
AUGUST 18, 2026
(Not Official Until Approved)

JOINT MEETINGS

The regular meetings of the Ontario City Council and Housing Authority were held on Tuesday, August 18, 2026, at Ontario City Hall, 303 E. B Street Ontario, California.

OPEN MEETING CALLED TO ORDER

Mayor Leon called the joint meetings to order at 6:31 p.m.

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Porada.

INVOCATION

The invocation was led by Pastor Robert Rocha Jr. from Voz Church.

PUBLIC COMMENT

Assistant City Clerk Isbell announced written comments:
Sterling Cerda, regarding residential parking concerns.
Brad Neumann, regarding freedom of speech.

Mayor Leon called on the speakers:
Laurie Remington, announced a community event.
Tina Silva, gave a land acknowledgement and commented on Immigration and Customs Enforcement concerns.
Matt Munson, in opposition of general tax increase.
Dale Roberts, commented on his interactions with the Police Department.
Mel Adkins and Sheryl Stephenson, regarding Ranch Ontario Mobile Park concerns.
Donna Littleton Phares, asked about plans for Jay Littleton Ballpark.

Jesse Fonseca, spoke on issues at the airport.
Kizzee, requested batting cages for Little League.
Ashley Ayala, introduced herself as Assemblymember Michelle Rodriguez's representative.
Celina Lopez, regarding trust in government.
Abijah, requested batting cages for Little League.
Chris Robles, spoke in opposition of prop 70 land being used for Grand Park.
Randy Bekendam, spoke on agricultural preservation.
Pastor Ted Burnett, regarding the need for community center in his neighborhood.
Brad Neumann, spoke on first amendment rights.
Eric Vazquez, spoke on serving youth and partnering with the community.
Tommy Mushegain, spoke on various topics.
Olga Sanchez, spoke on housing concerns.
Marty McBride, spoke on the City budget.
Consuelo Gutierrez, spoke on City Council concerns.
Joaquin Castillejas, spoke on Prop 70 land.
Claudia Cuevas, spoke on Prop 70 land and the need for green spaces.
Tayelor Moscal, spoke on parking concerns.
Sterling Serna, spoke on parking concerns.
Luz Hernandez, spoke on Prop 70 land.

AGENDA REVIEW/ANNOUNCEMENTS

City Manager Ochoa announced a Resolution was added to Item No. 15, as some City Council Appointments required appointment to be made by Resolution.

Mayor Leon brought Item No. 15 forward for discussion.

15. CITY COUNCIL APPOINTMENTS

The City Council approved the City Council appointments list as presented.

RESOLUTION NO. 2026-140 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DESIGNATING CITY COUNCIL APPOINTEES TO BOARDS, AUTHORITIES, AND LIAISON POSITIONS.

Mayor Leon called on the speakers:
Jesse Fonseca, spoke in favor.
Chris Robles, spoke in favor.
Brad Neuman, spoke in favor..

MOTION: Moved by Council Member Bowman, seconded by Council Member Porada and carried by a vote of 4-1 with Mayor pro Tem Wapner opposed, to adopt Resolution No. 2026-140, with an amendment adding the Mayor pro Tem position to the Resolution.

CONSENT CALENDAR

Public Comment:
Chris Robles, was in opposition to Item Nos. 9, 10, 12, and 13.
Tommy Mushegain, was in opposition to Item No. 9.

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

1. APPROVAL OF MINUTES

Minutes for the special meetings of the City Council and Housing Authority of June 23, 2026, regular meetings of the City Council and Housing Authority of July 7, 2026 and July 21, 2026, and approving same as on file in the Records Management Department.

2. BILLS & PAYROLL

Bills July 3, 2026 through August 6, 2026, in the amount of $160,764,943.41 and Payroll June 14, 2026 through July 25, 2026, in the amount of $19,423,200.64.

3. AN AMENDMENT TO THE REIMBURSEMENT AGREEMENT WITH THE CITY OF RANCHO CUCAMONGA FOR THE PAVEMENT RESURFACING OF VINEYARD AVENUE AT THE EIGHTH STREET INTERSECTION PROJECT

The City Council authorized the City Manager, or his designee, to execute Amendment No. 1 to the Reimbursement Agreement with the City of Rancho Cucamonga for the Pavement Resurfacing of Vineyard Avenue and Eighth Street Intersection Project in the amount of $187,634 plus a ten percent (10%) engineering fee of $18,764, and a survey cost of $5,240 for a total of $211,638, and authorize the City Manager, or his designee, to execute future amendments within the authorization limits.

4. A PROFESSIONAL SERVICES AGREEMENT WITH ARDURRA GROUP, INC., FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

The City Council authorized the City Manager, or designee, to execute a three-year Professional Services Agreement with Ardurra Group, Inc., of Newport Beach, California, to provide construction management and inspection services for a contract amount of $800,000 per year for a total not-to-exceed contract amount of $2,400,000.

5. A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL PARCEL MAP NO. 19970 GENERALLY LOCATED ON CYPRESS AVENUE BETWEEN FRANCIS STREET AND CEDAR STREET

The City Council adopted a Resolution approving an Improvement Agreement, Improvement Security, and Final Parcel Map No. 19970, generally located on Cypress Avenue between Francis Street and Cedar Street.

RESOLUTION NO. 2026-138 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL PARCEL MAP NO. 19970 GENERALLY LOCATED ON CYPRESS AVENUE BETWEEN FRANCIS STREET AND CEDAR STREET.

6. DESIGNATION OF VOTING DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE GENERAL ASSEMBLY MEETING

The City Council designated Mayor pro Tem Debra Porada as the City's voting delegate and Council Member Daisy Macias as the alternate voting delegate for the League of California Cities Annual Conference General Assembly, scheduled for September 23–25, 2026.

7. AN AMENDMENT TO THE MASTER SERVICES AGREEMENT WITH ENVISIO SOLUTIONS, INC. FOR PERFORMANCE MANAGEMENT AND STRATEGIC PLANNING SOFTWARE SERVICES

The City Council authorized the City Manager, or his designee, to execute Amendment No. 5 to the Master Services Agreement with Envisio Solutions, Inc. for continued performance management and strategic planning software services through the Polco Track add-on module in the amount of $36,000, over a 3-year term, increasing the not-to-exceed amount to $342,025.

8. A DEVELOPMENT CODE AMENDMENT FILE NO. PDCA26-002 REVISING AND CLARIFYING CERTAIN PROVISIONS OF THE CITY OF ONTARIO DEVELOPMENT CODE PURSUANT TO AN EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council adopted an Ordinance approving File No. PDCA26-002, a Development Code Amendment revising and clarifying certain provisions of Chapters 2.0 (Administration and Procedures), 4.0 (Permits, Actions, and Decisions), 5.0 (Zoning and Land Use), 6.0 (Development and Subdivision Regulations), and 8.0 (Sign Regulations) of the City of Ontario Development Code. Introduction and first reading took place at the regular meeting of July 21, 2026.

ORDINANCE NO. 3339 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDCA26-002, A DEVELOPMENT CODE AMENDMENT REVISING AND CLARIFYING CERTAIN PROVISIONS OF CHAPTERS 2.0 (ADMINISTRATION AND PROCEDURES), 4.0 (PERMITS, ACTIONS, AND DECISIONS), 5.0 (ZONING AND LAND USE), 6.0 (DEVELOPMENT AND SUBDIVISION REGULATIONS), AND 8.0 (SIGN REGULATIONS) OF THE CITY OF ONTARIO DEVELOPMENT CODE PURSUANT

TO AN EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND MAKING FINDINGS IN SUPPORT THEREOF.

9. AWARD OF 20 CONSTRUCTION CONTRACTS FOR THE CONSTRUCTION OF THE FLIGHT TOWER RESTAURANT AT ONT FIELD

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute 20 Construction Contracts to provide the various construction services listed below for Bid No. 2004 - D&C25-004 – Flight Tower Restaurant located at ONT Field in the amount of $19,874,338 and authorized a combined contingency of $2,981,151 to include the five contractors from Bid No. 1979 and Bid No. 1985, for a total not-to-exceed contract amount of $22,855,489:
   a. 06 – Concrete: Site – Bogh Construction, LLC: $774,374
   b. 07 - Masonry – Haxton Masonry, Inc.: $560,000
   c. 08 – Metal Stud Framing, Insulation, Drywall & Plaster – Brady West, Inc.: $1,390,987
   d. 09 – Finish Carpentry & Casework – K & Z Cabinet Company, Inc.: $718,140
   e. 10 – Sheet Metal & Cladding – Exclusive Metal, Inc.: $1,020,000
   f. 11 – Roofing & Waterproofing – Commercial & Industrial Roofing Company, Inc.: $484,000
   g. 12 - Door, Frames, Hardware – Star Hardware, Inc.: $199,400
   h. 13- Aluminum & Glazing – Golden Glass, Inc.: $1,274,420
   i. 14 – Ceramic Tiling – Continental Marble & Tile Company: $531,037
   j. 15 - Acoustical Ceiling & Treatment – Southcoast Acoustical Interiors, Inc.: $487,755
   k. 17 - Painting & Wall Covering – D & M Painting, Inc.: $185,700
   l. 18 - Signage – TFN Architectural Signage, Inc. dba Third Floor North Company: $318,014
   m. 19 – Food Service – Kamran and Company, LLC: $1,467,090
   n. 20 – Fire Sprinkler – Serenity Fire Protection: $179,870
   o. 21 – Plumbing: Building – Rivera Equipment dba Valley Industrial Mechanical: $910,000
   p. 22 - HVAC: Wet & Dry – Simco Mechanical: $1,479,531
   q. 23 – Electrical & Low Voltage – Rancho Pacific Electric Construction, Inc.: $4,739,100
   r. 24 – Landscape & Irrigation – American Landscape, Inc.: $149,000
   s. 25 – Ornamental Fencing – Econo Fence, Inc.: $205,950
   t. 26 – General Package – Bogh Construction, LLC: $2,799,970; and
B. Rejected the bid protest from Continental Plumbing, Inc for D&C25-004 – Flight Tower Restaurant – BC21 – Plumbing as without merit; and
C. Rejected the bid from Elegant Construction Company as non-responsive on Bid No. 2004 – D&C25-004 – Flight Tower Restaurant – BC25 - Ornamental Fencing and award the bid to the next lowest responsible bidder; and
D. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to,

agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

10. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRANSTECH ENGINEERS, INC. FOR BIOLOGICAL, ARCHAEOLOGICAL, AND PALEONTOLOGICAL SUPPORT AND CONSTRUCTION MANAGEMENT SERVICES FOR THE GRAND PARK PHASE 1 PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute Amendment No. 14 to the Professional Services Agreement with Transtech Engineers, Inc., of Chino, California, for biological, archaeological, and paleontological support and construction management services for the Grand Park Phase 1 Project in the amount of $2,678,970 for a total not-to-exceed contract amount of $9,393,809 and extend the contract to June 30, 2028; and
B. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

11. AN AMENDMENT TO THE AGREEMENT TO RENEW THE SUBSCRIPTION FOR THE AIRHUB PREMIUM PLAN WITH AIRSPACE LINK, INC.

The City Council authorized the City Manager, or his designee, to execute Amendment No. 4 to the current Agreement with Airspace Link, Inc., of Detroit, Michigan, for the Airhub Premium Subscription Renewal in the amount not-to-exceed $576,000.

12. A CHANGE ORDER TO A CONSTRUCTION CONTRACT WITH NORSTAR PLUMBING & ENGINEERING, INC., AND AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENTS WITH ARDURRA GROUP, INC., NINYO & MOORE, INC., AND Z&K CONSULTANTS, INC., FOR THE DOWNTOWN WATER MAIN IMPROVEMENTS PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or designee, to approve Change Order No. 1 to the Construction Contract for UT1066 for the Downtown Water Main Improvements Project along “H” Street with Norstar Plumbing & Engineering, Inc., of Alta Loma, California, in the amount of $2,142,092 plus a 15% contingency of $321,314 for a revised total not-to-exceed amount of $11,357,981, a term of 287 days after issuance of notice to proceed.
B. Authorized the City Manager, or designee, to execute Amendment No. 1 to the Professional Services Agreement with Ardurra Group, Inc., of Newport Beach, California, for construction engineering services in the amount of

$55,442 for a revised new total not-to-exceed amount of $234,921 and a term from August 19, 2025 to August 19, 2027.

C. Authorized the City Manager, or designee, to execute Amendment No. 3 to the Professional Services Agreement with Ninyo & Moore, Inc., of San Diego, California, for geotechnical and material testing services in the amount of $62,560 for a revised new total not-to-exceed amount of $503,696 and a term from May 2, 2023 to May 2, 2028.

D. Authorized the City Manager, or designee, to execute Amendment No. 3 to the Professional Services Agreement with Z&K Consultants, Inc., of Riverside, California, for construction management and inspection services in the amount of $169,650 for a revised new total not-to-exceed amount of $1,198,292 and a term from June 4, 2024 to May 31, 2029.

13. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AVANT GARDE, INC. FOR CONSULTING AND PROJECT MANAGEMENT SERVICES

The City Council authorized the City Manager, or his designee, to execute Amendment No. 1 to the Professional Services Agreement with Avant Garde, Inc., for consulting and project management services, increasing the contract amount by $460,000, for a revised total not-to-exceed amount of $560,000.

PUBLIC HEARINGS

14. A PUBLIC HEARING TO CONSIDER A RESOLUTION AUTHORIZING THE SUBMISSION OF A PROHOUSING DESIGNATION APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

The City Council adopted a Resolution authorizing the submission of a Prohousing Designation application to the California Department of Housing and Community Development (HCD).

RESOLUTION NO. 2026-139 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE SUBMISSION OF A PROHOUSING DESIGNATION APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.

Notice of public hearing was duly given and affidavits of compliance are on file in the Records Management Department. There were no written communications.

Mayor Leon opened the public hearing and called on the speaker:
Nicolo Lalama, spoke in favor.

Mayor Leon inquired whether any other person present wished to speak to the item. Hearing no one, Mayor Leon closed the public hearing and opened the item for discussion.

MOTION: Moved by Mayor pro Tem Porada, seconded by Council Member Bowman, carried by a vote of 5-0, to adopt Resolution No. 2026-139.

STAFF MATTERS

City Manager Ochoa invited residents with questions regarding Grand Park to meet with him individually to discuss and clarify the project's plans and scope.

COUNCIL MATTERS

Council Member Macias made no comments.
Council Member Bowman commented on Grand Park.
Mayor pro Tem Porada announced the upcoming Cruisin' Reunion event.
Council Member Wapner made no comments.
Mayor Leon expressed satisfaction with the City continuously operating within the budget.

Council Member Macias stepped out of the chamber at 8:16 p.m.

ADJOURNMENT

Mayor Leon adjourned the meetings of the Joint Agencies at 8:17 p.m.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR/CHAIRMAN

CITY OF ONTARIO *Agenda Report* **September 15, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Management Services Prepared By: Claudia Y Isbell Staff Member Presenting: Claudia Y. Isbell, Assistant City Clerk Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: **A RESOLUTION AMENDING THE APPENDIX TO THE CITY OF ONTARIO CONFLICT OF INTEREST CODE**

RECOMMENDATION: That the City Council adopt a Resolution amending the Appendix to the Conflict of Interest Code to update position classification titles and filing requirements for City employees.

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

FISCAL IMPACT: The proposed action has no direct fiscal impact.

BACKGROUND & ANALYSIS: The City of Ontario originally adopted the Conflict of Interest Code in 1976, in compliance with Government Code Section 87000 et seq., with the last update occurring on September 17, 2024. The Political Reform Act requires every local government agency to review its conflict of interest code biennially to determine whether amendments or modifications are needed.

The Appendix to the City's Conflict of Interest Code designates those employees, officers and consultants who make or participate in the making of decisions which may affect the City's financial interests and therefore must disclose those interests in financial disclosure statements. These officials and employees must also disqualify themselves from making or participating in the making of governmental decisions affecting those interests.

Staff has reviewed the City's Conflict of Interest Code and is recommending that the Appendix of the Code be amended to reflect any new or changed position classification titles since the last update, as well as update the respective filing categories. No other amendments to the Code are recommended at this time. A list of the proposed changes is attached and a full revised copy of the Appendix has been prepared and is available in the Records Management Department.

Designated Employee' Titles Added:

Assistant General Manager – Administration and Customer Service

Assistant General Manager – Utilities, Engineering and Operations

Assistant Human Resources Director Risk Management Director

Assistant Information Technology Director

Assistant Risk Management Program Administrator

Broadband Analyst

Buyer

Chief Investment Officer

Construction Project Manager

Customer Services Supervisor

Deputy City Clerk/Records Manager

Deputy Director Innovation Performance and Audit

Deputy Finance Director

Economic Development Analyst

Emergency Medical Services Director

Executive Director Communications and Community Relations

Executive Director Community Development

Executive Director Human Resources Risk Management

Facilities Maintenance Superintendent

Finance Manager

Fire Communications Manager

Fire Marshal

Fleet Services Superintendent

Fleet Services Supervisor

Government Affairs Manager

Innovation Performance and Audit Director

Integrated Waste Manager

Integrated Waste Superintendent

Integrated Waste Supervisor

Management Analyst (Confidential)

Museum, Arts & Culture Director

Parking Administrator

Parks and Streets Maintenance Director

Parks and Streets Maintenance Manager

Payroll Supervisor

Permit Services Supervisor

Principal Broadband Analyst

Public Works Assistant Director

Risk Manager

Senior Economic Development Coordinator

Senior Internal Auditor

Senior Public Safety Business Analyst

Systems Analyst

Utilities Director

Utilities Engineering Manager

Utilities Operations Assistant Manager

Utilities Operations Manager

Warehouse Supervisor

Wastewater Compliance Manager

Water Quality and Production Control Manager

Water Quality Programs Manager

Worker's Compensation and Safety Supervisor

Designated Employees' Titles to be removed:

Assistant Director Municipal Services

Assistant Human Resources Director

Assistant Parks and Maintenance Director

Broadband Operations Director

Building Manager

Building Plans Specialist

Chief Innovation Officer

Communications & Community Relations Director

Community Development Assistant Director

Community Improvement Manager

Database Administrator

Deputy General Manager

Economic Development Manager

Economic Development Specialist

EMS Nurse Administrator

Environmental Water/Wastewater Engineer

Executive Director Development

Executive Director Housing & Neighborhood Preservation

Executive Director Human Resources

Fire Prevention Inspector

Fiscal Services Director

General Services Director

Housing Director

Human Resources Analyst

Information Technology Applications Director

Information Technology Applications Manager

Museum Director

Neighborhood Improvement Specialist

Parks and Maintenance Director

Parks and Maintenance Manager

Payroll Analyst

Payroll Manager

Police Administrative Manager

Principal Risk Management/Benefits Agency Partner

Public Facilities Maintenance Manager

Public Services Project Manager

Purchasing Manager

Purchasing Team Leader

Recreation/Community Services Supervisor

Revenue Services Specialist

Revenue Services Supervisor

Risk/Safety Manager

Senior Community Information Specialist

Senior Deputy Fire Chief

Senior Human Resources Analyst

Senior Neighborhood Improvement Specialist

Senior Telecommunications Analyst

Sustainability Program Manager

Urban Forest Manager

Utilities Administrative Services and Integrated Waste Director

Utilities Assistant General Manager

Utilities Operations Assistant Division Manager

Utilities Operations Division Manager

Utilities Project Manager

Water/Sewer Maintenance Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AND ADOPTING AN AMENDED APPENDIX OF THE CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974.

WHEREAS, the Legislature of the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Ontario (the "City") and requires all public agencies to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the City Council adopted a Conflict of Interest Code which was last amended on September 17, 2024, by Resolution No. 2024-163, in compliance with Government Code Section 81000 et seq.; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, a public meeting was held upon the proposed amended Appendix of the Conflict of Interest Code at a regular meeting of the City Council on September 15, 2026, at which all present were given an opportunity to be heard on the proposed amended Appendix.

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

SECTION 1. The City Council does hereby adopt the proposed amended Appendix of the Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the Records Management Department along with the Conflict of Interest Code and available to the public for inspection and copying.

SECTION 2. That said amended Appendix of the Conflict of Interest Code shall become effective 30 days after adoption and approval.

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

PASSED, APPROVED, AND ADOPTED this 15th day of September 2026.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2026- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held September 15, 2026 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. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held September 15, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

CONFLICT OF INTEREST CODE

OF THE

CITY OF ONTARIO

Appendix Amended September 15, 2026 – Resolution No. 2026-XXX
Appendix Amended September 17, 2024 – Resolution No. 2024-163
Appendix Amended September 20, 2022 – Resolution No. 2022-141
Appendix Amended September 15, 2020 – Resolution No. 2020-152
Appendix Amended September 18, 2018 – Resolution No. 2018-128
Appendix Amended October 4, 2016 – Resolution No. 2016-097
Appendix Amended October 21, 2014 – Resolution No. 2014-101
Appendix Amended September 4, 2012 – Resolution No. 2012-071
Appendix Amended December 7, 2010 – Resolution No. 2010-098
Appendix Amended November 18, 2008 – Resolution No. 2008-115
Appendix Amended November 21, 2006 – Resolution No. 2006-113
Appendix Amended January 18, 2005 – Resolution No. 2005-006
Appendix Amended December 17, 2002 – Resolution No. 2002-124
Appendix Amended February 19, 2002 – Resolution No. 2002-027
Adopted July 20, 1999 – Resolution 99-102

APPENDIX

CONFLICT OF INTEREST CODE

OF THE

CITY OF ONTARIO

Amended September 15, 2026

EXHIBIT "A"

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and All Other City Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18701(b), are NOT subject to the City's Code but are subject to the disclosure requirements of the Act (Government Code Section 87200 et sec.). [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments. These positions are listed here for information purposes only.

Executive Director of Finance

Chief Investment Officer

Deputy Finance Director

Financial Consultant

Individuals holding one of the above - listed positions may contact the FPPC for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The FPPC makes the final determination whether a position is covered by §87200.

DESIGNATED POSITIONS
GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED EMPLOYEES' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Accounting Supervisor	4
Administrative Officer	6
Administrative Officer (Confidential)	6
Administrative Specialist	6
Administrative Specialist (Confidential)	6
Assistant City Clerk/Records Management Director	6
Assistant City Engineer	2, 3, 6, 7
Assistant City Manager	1, 2
Assistant Engineer	2, 3, 6, 7
Assistant Finance Director	2, 3, 6, 7
Assistant General Manager – Administration and Customer Service	6, 7
Assistant General Manager – Utilities, Engineering and Operations	2, 3, 6, 7
Assistant Human Resources Risk Management Director	2, 3, 6, 7
Assistant Information Technology Director	1, 2
Assistant Planner	2, 3, 6, 7
Assistant Planning Director	2, 3, 6, 7
Assistant Risk Management Program Administrator	6
Associate Civil Engineer	2, 3, 6, 7
Associate Engineer	2, 3, 6, 7
Associate Landscape Planner	2, 3, 6, 7
Associate Planner	2, 3, 6, 7

Broadband Analyst	6
Broadband General Manager	2, 3, 6, 7
Broadband Operations Manager	6, 7
Building Official	2, 3, 6, 7
Building Plans Examiner	7
Business License Supervisor	6
Buyer	6
Chief Deputy	2, 3, 6, 7
Chief Human Resources Investigator	1, 2
City Auditor	2, 3, 6, 7
City Clerk	1, 2
City Engineer	2, 3, 6, 7
Combination Building Inspector	6, 7
Communications and Community Relations Manager	6, 7
Community Improvement Director	2, 3 ,6, 7
Community Information Supervisor	6
Community Improvement Officer	6
Community Improvement Supervisor	6
Community Life and Culture Officer	6
Construction Project Manager	2, 3, 6
Cross-Connection Control Supervisor	6, 7
Custodial Services Supervisor	6
Customer Services Supervisor	6
Departmental Administrator	1, 2

Deputy City Clerk/Records Manager	6
Deputy City Manager	1, 2
Deputy Director Innovation Performance and Audit	2, 3, 4, 6, 7
Deputy Fire Chief	2, 6, 7
Deputy Fire Marshal	2, 6, 7
Deputy Police Chief	2, 6, 7
Design and Construction Director	2, 3, 6, 7
Economic Development Analyst	1, 3
Economic Development Coordinator	~~2~~ 1, 3
Emergency Manager	5
Emergency Medical Services Director	6, 7
Engineering Assistant	6
Engineering Assistant - GIS	6
Environmental Programs Manager	5, 7
Executive Director Communications and Community Relations	1, 2
Executive Director Community Development	1, 2
Executive Director Community Life and Culture	1, 2
Executive Director Economic Development	1, 2
Executive Director Human Resources Risk Management	2, 3, 6, 7
Executive Director Information Technology	1, 2
Executive Director Public Works	1, 2
Facilities Maintenance Superintendent	6
Facilities Maintenance Supervisor	6
Financial Analyst	5

Finance Manager	4
Fire Administrative Director	2, 3, 6, 7
Fire Battalion Chief	6, 7
Fire Chief	2, 6, 7
Fire Communications Manager	6
Fire Investigation Supervisor	6
Fire Marshal	2, 6, 7
Fire Protection Analyst	2, 3
Fire Safety Specialist	6
Fleet Services Manager	6
Fleet Services Superintendent	5, 6, 7
Fleet Services Supervisor	5, 6, 7
Forensic Manager	6
Government Affairs Manager	3
Housing Manager	6
Housing Services Director	2, 3, 6
Information Security Officer	6
Information Technology Manager	7
Information Technology Operations Director	6
Information Technology Systems Director	6
Innovation Performance and Audit Director	2, 3, 4, 6, 7
Integrated Waste Director	2, 6, 7
Integrated Waste Manager	6, 7
Integrated Waste Superintendent	6, 7

Integrated Waste Supervisor	6, 7
Internal Audit Manager	1
Internal Auditor	1
Landscape Planner	2, 3, 7
Legislative Analyst	~~6~~ 3
Library Director	6
Management Analyst	6
Management Analyst (Confidential)	6
Municipal Services Director	6
Municipal Services Manager	6
Museum, Arts & Culture Director	6
Museum, Arts & Culture Manager	5, 6
Parking Administrator	6
Parks and Maintenance Superintendent	6, 7
Parks and Maintenance Supervisor	6
Parks and Streets Maintenance Director	2, 3, 6, 7
Parks and Streets Maintenance Manager	6, 7
Payroll Supervisor	6
Performance & Optimization Analyst	6
Performance & Optimization Manager	6, 7
Permit Services Supervisor	1, 3, 7
Plan Check Engineer	2, 7
Planning Director	2, 3, 6, 7
Police Administrative Director	6

Police Captain	6, 7
Police Chief	2, 6, 7
Police Lieutenant	6, 7
Principal Broadband Analyst	2, 3, 6
Principal Engineer	2, 3, 6, 7
Principal Human Resources Agency Partner	6, 7
Principal IT Analyst	2, 3
Principal Planner	2, 3, 6, 7
Principal Project Manager	6, 7
Project Coordinator	2, 3, 6
Project Manager	2, 3, 6
Public Works Assistant Director	5, 6
Public Works Inspector	6, 7
Purchasing Assistant	6
Real Estate Administrative Director	2, 3, 6, 7
Real Estate Development Assistant Director	2, 3, 6, 7
Recreation/Community Services Director	2, 3, 6, 7
Recreation/Community Services Manager	6, 7
Risk Manager	6, 7
Risk Management Program Administrator	6
Senior Associate Civil Engineer	2, 3, 6, 7
Senior Associate Engineer	2, 3, 6, 7
Senior Combination Building Inspector	6, 7
Senior Community Improvement Officer	6

Senior Economic Development Coordinator	1, 2, 3
Senior Environmental Technician	6
Senior Financial Analyst	5
Senior Financial Analyst – Confidential	5
Senior Fire Safety Specialist	6
Senior Information Technology Analyst	6
Senior Information Technology Specialist	6
Senior Internal Auditor	2, 3, 4, 6, 7
Senior Landscape Architect	6
Senior Landscape Planner	6
Senior Legislative Analyst	6
Senior Management Analyst	6
Senior Management Analyst – Confidential	6
Senior Network Engineer	2, 7
Senior Plan Check Engineer	2, 7
Senior Performance Optimization Analyst	2, 7
Senior Planner	2, 3, 6, 7
Senior Project Coordinator	2, 3, 6
Senior Project Manager	2, 3, 6
Senior Public Business Analyst	6, 7
Senior Public Safety Business Analyst	6
Senior Public Works Inspector	6, 7
Senior Recreation/Community Services Supervisor	6
Senior Systems Analyst	6

Street Maintenance Supervisor	6
Supervising Building Inspector	6, 7
Supervising Public Works Inspector	6, 7
Survey Party Chief	6, 7
Systems Analyst	6
Traffic/Transportation Manager	2, 3, 6, 7
Utilities Customer Services Director	2, 3, 6, 7
Utilities Director	2, 3, 6, 7
Utilities Engineering Manager	6, 7
Utilities General Manager	1, 2
Utilities Operations Director	2, 3, 6 ,7
Utilities Operations Assistant Manager	2, 3, 6, 7
Utilities Operations Manager	6, 7
Utilities Supervisor	6
Warehouse Supervisor	5, 6, 7
Wastewater Compliance Manager	6
Water Production Manager	6, 7
Water Quality and Production Control Manager	6, 7
Water Quality Programs Manager	6, 7
Water Quality Specialist	6, 7
Water Resources Manager	6, 7
Worker’s Compensation and Safety Supervisor	6, 7

BOARDS, COMMISSIONS AND COMMITTEES

Library Board of Trustees	2, 3, 6
Museum Board Members	6
Recreation and Parks Commission Members	2, 3, 6
Public Art Program Advisory Commission	6

CONSULTANTS

Consultants shall be included in the list of Designated Employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this Section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

EXHIBIT "B"
DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property, which the Designated Employee must disclose for each disclosure category to which he or she is assigned.

Category 1: All investments and business positions in, and sources of income from, business entities that do business or own real property within jurisdiction of the City, plan to do business or own real property within the jurisdiction of the City within the next year, or have done business or owned real property within the jurisdiction of the City within the past two (2) years.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in, and sources of income from, business entities that are engaged in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City, plan to engage in such activities within the jurisdiction of the City within the next year, or have engaged in such activities within the jurisdiction of the City within the past two (2) years.

Category 4: All investments and business positions in, and sources of income from, business entities that are banking, savings and loan, or other financial institutions.

Category 5: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 6: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Employee's Department.

Category 7: All investments and business positions in, and sources of income from, business entities subject to the regulatory, permit, or licensing authority of the Designated Employee's Department, will be subject to such authority within the next year, or have been subject to such authority within the past two (2) years.

CITY OF ONTARIO *Agenda Report* **September 15, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Craig Cruz Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Rene Guerrero, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

SUBJECT: **AN AGREEMENT WITH THE CITY OF CHINO FOR MAINTENANCE AND OPERATION OF JOINTLY OWNED TRAFFIC SIGNALS AND INTERSECTION SAFETY LIGHTING**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute an Agreement with the City of Chino for Maintenance and Operation of Jointly Owned Traffic Signals and Intersection Safety Lighting and authorize the City Manager, or his designee, to execute any future amendments and related documents.

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

FISCAL IMPACT: The Fiscal Year 2026-27 Adopted Budget includes appropriations in the General Fund for the maintenance of shared traffic signals with the City of Chino. Maintenance costs will be billed quarterly based on the actual costs paid by each party and allocated in accordance with the cost distribution set forth in Exhibit A. Each party shall bill the other for its respective allocated share of such costs.

BACKGROUND & ANALYSIS: The City of Ontario and the City of Chino entered into an agreement for Traffic Signal Maintenance on April 3, 2001, to cover the maintenance of all shared traffic signal systems within City limits.

A significant number of traffic signals have been added since the last agreement was approved, requiring a new agreement that incorporates both Agencies' Euclid Avenue relinquishment and the installation of new traffic signals in the Ontario Ranch area. This Agreement shall supersede any previous Agreements and/or Amendments for sharing incurred costs with the City for the maintenance of shared traffic signal systems. Exhibit A of the attached agreement shows the maintenance cost distribution.

AGREEMENT FOR
MAINTENANCE AND OPERATION OF JOINTLY OWNED
TRAFFIC SIGNALS AND INTERSECTION SAFETY LIGHTING

1. Parties and Date.

This agreement is made and entered into on this _____ day of _____, 2026, by and between the City of Ontario ("Ontario") and the City of Chino ("Chino"). Ontario and Chino are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement. THIS AGREEMENT HAS BEEN UPDATED TO INCLUDE ADDITIONAL OPERATIONAL, FINANCIAL, RISK-MANAGEMENT, AND COORDINATION PROVISIONS AS SET FORTH BELOW.

2. Recitals

2.1. Certain traffic signals, safety lighting facilities, electrical services, and ITS facilities have been installed at designated intersections that are jointly owned by Parties ("Facilities"). These traffic signals, safety lighting facilities, electrical services, and ITS facilities are identified in Exhibit "A" attached hereto and incorporated herein by reference.

2.2. Parties desire to set forth the specific maintenance and operations functions to be performed by each Party with regards to the Facilities, and to specify the distribution of shared costs of said maintenance and operations functions between Parties. THE PARTIES ALSO DESIRE TO ESTABLISH CLEAR WORKFLOWS, NOTIFICATION PROCEDURES, EMERGENCY RESPONSE EXPECTATIONS, DOCUMENTATION REQUIREMENTS, AND FINANCIAL CONTROLS TO ENSURE CONSISTENT AND TRANSPARENT MANAGEMENT OF THE FACILITIES.

2.3. THE PARTIES FURTHER RECOGNIZE THAT THE FACILITIES CONSTITUTE CRITICAL PUBLIC INFRASTRUCTURE AND THAT PROMPT COORDINATION, TIMELY RESPONSE, AND MUTUAL COOPERATION ARE ESSENTIAL TO ENSURE PUBLIC SAFETY AND THE EFFICIENT OPERATION OF THE TRANSPORTATION NETWORK.

2.4. THE PARTIES ACKNOWLEDGE THAT INTELLIGENT TRANSPORTATION SYSTEMS ("ITS") DEVICES AND COMMUNICATIONS INFRASTRUCTURE MAY INVOLVE DATA, NETWORK SECURITY, AND OPERATIONAL CONSIDERATIONS THAT REQUIRE ADDITIONAL CLARIFICATION OF RESPONSIBILITIES, ACCESS RIGHTS, AND COST ALLOCATION.

2.5. THE PARTIES INTEND THAT THIS AGREEMENT SUPERSEDE ALL PRIOR UNDERSTANDINGS AND PROVIDE A COMPREHENSIVE FRAMEWORK FOR ROUTINE MAINTENANCE, EXTRAORDINARY MAINTENANCE, ITS OPERATIONS, COST SHARING, RISK MANAGEMENT, AND INTER-AGENCY COORDINATION.

3. Definitions

3.1. "Routine Maintenance Work" shall mean performance of scheduled inspections and preventative maintenance, furnish electric energy, and performing necessary repairs and replacements as required to ensure satisfactory service. The installation of additional facilities is not a maintenance function under this agreement. ROUTINE MAINTENANCE WORK SHALL BE PERFORMED IN ACCORDANCE WITH CAMUTCD, CALTRANS STANDARD PLANS AND SPECIFICATIONS, NEC REQUIREMENTS, AND INDUSTRY BEST PRACTICES.

3.2. “Extraordinary Maintenance Work" shall mean work to be performed under this Agreement including the failure or malfunction of the traffic signal system when it is mainly caused by “Acts of God," civil disorder, vehicle collision, vandalism, street work such as excavations, third parties, equipment obsolescence, and/or worn-out equipment replacement when it is upgraded or replaced in like kind. Extraordinary maintenance shall also include replacement of traffic signal poles, cabinets, conduit and pull-boxes; vehicle detection system including inductive loops, video detection, or other traffic signal detection technology; adjustment, replacement or repair of intersection safety lighting and photoelectric controls; replacement of traffic signal indications; testing, adjustment or replacement of emergency vehicle preemption detection equipment; and replacement of damaged or missing signal mounted street name signs. Upgrades, modifications, and changes to the normal operation and function of the traffic signal shall be mutually approved by both Parties prior to implementation. EXTRAORDINARY MAINTENANCE WORK SHALL ALSO INCLUDE EMERGENCY REPAIRS NECESSARY TO RESTORE SAFE OPERATION OF THE INTERSECTION, SUBJECT TO THE EMERGENCY RESPONSE PROCEDURES SET FORTH IN SECTION 4.6 BELOW.

3.3. “ITS Facilities” shall mean Intelligent Transportation Systems which shall include communication infrastructure and related devices that can be installed at an intersection for the purposes of providing either Party with communications to the intersection for the purposes of traffic monitoring and management of a traffic system. This can include the use of these facilities by other city departments for related uses including law enforcement related uses. ITS Facilities components shall include traffic camera devices, cabling (power, fiber optic, data cables and similar), network communication devices (network switches, data conversion devices, wireless communication devices, and related power supplies), ITS cabinets and enclosures, conduits and pull-boxes excluding those required by the traffic signal, mounting hardware, and all related appurtenances needed to establish communications to the traffic signal. As ITS Facilities are supplemental in nature to the traffic signal and require agency specific requirements and permissions outside of typical traffic signal operations and maintenance, ITS Facilities shall be separated from shared responsibility elsewhere defined in this agreement.

3.4. “ITS FACILITIES” SHALL ALSO INCLUDE ANY FUTURE TECHNOLOGIES OR COMMUNICATIONS EQUIPMENT INSTALLED BY EITHER PARTY FOR TRAFFIC MANAGEMENT, DATA COLLECTION, VIDEO MONITORING, OR NETWORK CONNECTIVITY. EACH PARTY SHALL RETAIN OWNERSHIP OF ITS RESPECTIVE ITS DEVICES AND DATA, AND SHALL BE RESPONSIBLE FOR CYBERSECURITY, NETWORK SECURITY, AND ACCESS CONTROL FOR ITS OWN SYSTEMS.

3.5. “COST SHARE” SHALL MEAN THE PERCENTAGE ALLOCATION OF ROUTINE MAINTENANCE COSTS, EXTRAORDINARY MAINTENANCE COSTS, AND ANY OTHER SHARED COSTS AS SPECIFIED IN EXHIBIT A. COST SHARE PERCENTAGES SHALL APPLY REGARDLESS OF WHICH PARTY PERFORMS THE WORK OR WHERE WITHIN THE INTERSECTION THE WORK OCCURS.

3.6. “EMERGENCY CONDITION” SHALL MEAN ANY FAILURE, DAMAGE, OR MALFUNCTION THAT RESULTS IN A FLASHING SIGNAL, DARK SIGNAL, SIGNIFICANT SAFETY HAZARD, OR OTHER CONDITION REQUIRING IMMEDIATE RESPONSE TO PROTECT PUBLIC SAFETY.

3.7. “NOTICE” SHALL MEAN WRITTEN COMMUNICATION PROVIDED IN ACCORDANCE WITH SECTION 4.5.4, AND SHALL INCLUDE EMAIL NOTICE TO DESIGNATED STAFF FOR OPERATIONAL MATTERS SUCH AS MAINTENANCE COORDINATION, PROVIDED THAT FORMAL NOTICES OF TERMINATION, AMENDMENT, OR DISPUTE MUST BE PROVIDED BY MAIL OR PERSONAL DELIVERY.

3.8. "DIRECT COSTS" SHALL MEAN ACTUAL LABOR, MATERIALS, EQUIPMENT, CONTRACTOR COSTS, AND OTHER EXPENSES NECESSARILY INCURRED TO PERFORM THE WORK, EXCLUDING GENERAL OVERHEAD, BUT INCLUDING THE 10% FUNCTIONAL AND ADMINISTRATIVE OVERHEAD SPECIFIED IN SECTION 4.3.3.

3.9. "WORKFLOW PROCEDURES" SHALL MEAN THE NOTIFICATION, DOCUMENTATION, RESPONSE, AND COORDINATION REQUIREMENTS SET FORTH IN SECTION 4.6 OF THIS AGREEMENT.

4. Terms

4.1. Effective Date.

This Agreement shall become effective upon execution by both Parties and shall supersede any and all previous agreements pertaining to Facilities which exclusively involve the Parties. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO SERVE AS A COMPREHENSIVE AND UPDATED FRAMEWORK FOR MAINTENANCE, OPERATIONS, COST SHARING, ITS COORDINATION, AND INTER-AGENCY COMMUNICATION.

4.2. Responsibilities of the Parties.

The party responsible for performing the maintenance and operations functions with regards to the Facilities shall be indicated in Exhibit A. Any utility-owned intersection lighting will be maintained by the utility owning the same. THE PARTIES SHALL ADHERE TO THE WORKFLOW PROCEDURES SET FORTH IN SECTION 4.6, INCLUDING NOTIFICATION REQUIREMENTS, RESPONSE TIMES, DOCUMENTATION STANDARDS, AND COORDINATION PROTOCOLS. EACH PARTY SHALL DESIGNATE A PRIMARY AND SECONDARY CONTACT FOR ALL OPERATIONAL COMMUNICATIONS, AND SHALL UPDATE SUCH CONTACT INFORMATION AS NECESSARY.

4.3. Fees and Payments.

4.3.1. Shared Expenses.

(a) Cost of Extraordinary Maintenance Work. The amount of extraordinary expenses, such as the repair or replacement of components because of damage due to a traffic collision, shall be the Cost Share expense of the Parties based on the percentages specified in Exhibit A. These expenses shall be assessed regardless of whether the actual damage occurred within the Ontario or Chino area of the intersection. All extraordinary services or repairs shall be performed by the agency identified as the party responsible in Exhibit A. EXTRAORDINARY MAINTENANCE WORK PERFORMED UNDER EMERGENCY CONDITIONS SHALL BE SUBJECT TO THE EMERGENCY RESPONSE PROVISIONS OF SECTION 4.6. COSTS FOR EMERGENCY WORK SHALL BE DOCUMENTED WITH PHOTOGRAPHS, FIELD REPORTS, AND CONTRACTOR INVOICES WHEN APPLICABLE.

(b) Cost of Routine Maintenance Work. The amount of routine expenses shall be the Cost Share expense of the Parties based on the percentages specified in Exhibit A. These expenses shall be assessed regardless of whether the routine maintenance occurred within the Ontario or Chino area of the intersection. All routine services or repairs shall be performed by the agency identified as the party responsible in Exhibit A. ROUTINE MAINTENANCE COSTS SHALL BE

SUPPORTED BY DOCUMENTATION INCLUDING LABOR HOURS, MATERIALS USED, AND ANY CONTRACTOR COSTS.

(c) Cost of ITS Operations and Maintenance Work. The Party owning the ITS Facilities infrastructure shall be solely responsible for its operation, maintenance and costs associated with the devices. The identified intersection responsible party in Exhibit A shall allow for ITS devices to be reasonably installed within the shared intersection upon mutually agreed design and permitting of encroachment. This shall include power, mounting, and data cable routing through the traffic signal infrastructure. Each Party shall provide at no cost permitting rights to the other Party and their designated contractors to install, operate and maintain the ITS facilities. The cost for providing power for all ITS Facilities shall be supplied from the traffic signal power source and be included as part of the Routine Maintenance shared responsibilities defined above. EACH PARTY SHALL BE RESPONSIBLE FOR CYBERSECURITY, NETWORK SECURITY, AND DATA MANAGEMENT FOR ITS OWN ITS DEVICES. ANY PROPOSED MODIFICATIONS TO EXISTING ITS INFRASTRUCTURE THAT MAY AFFECT TRAFFIC SIGNAL OPERATIONS SHALL REQUIRE PRIOR WRITTEN APPROVAL FROM BOTH PARTIES.

4.3.2. Recovery From Third Parties.

Whenever extraordinary expenses are incurred as a result of damage caused by a third party, the party with jurisdiction over the location where the damage took place shall make every reasonable effort to recover the costs of said damage from the responsible third party. Any and all recovered funds, less the costs associated with the recovery effort, shall be disbursed to both Ontario and Chino as per the percentage splits shown in Exhibit A. THE PARTY PURSUING RECOVERY SHALL PROVIDE PERIODIC UPDATES UPON REQUEST AND SHALL PROVIDE A FINAL ACCOUNTING OF RECOVERED FUNDS AND ASSOCIATED COSTS.

4.3.3. Billing.

Parties shall bill each other for the cost of services provided. The Party performing the Extraordinary Maintenance Work shall prepare an itemized invoice for the other Party. Billings shall be made quarterly as set forth in Exhibit A. The cost of maintenance referred to herein shall include all direct costs, plus a 10% functional and administrative overhead assessment to cover indirect costs incurred in providing the maintenance services. ALL INVOICES SHALL INCLUDE SUPPORTING DOCUMENTATION, INCLUDING LABOR LOGS, MATERIAL RECEIPTS, CONTRACTOR INVOICES, AND A DESCRIPTION OF THE WORK PERFORMED. EACH PARTY SHALL HAVE THE RIGHT TO REQUEST ADDITIONAL DOCUMENTATION AS REASONABLY NECESSARY TO VERIFY COSTS.

4.3.4. Disputes.

Parties shall submit in writing any dispute in billing within thirty (30) working days after receipt of billing. Otherwise, Parties shall pay for services within thirty (30) days after receipt of billing. IF THE PARTIES ARE UNABLE TO RESOLVE A BILLING DISPUTE THROUGH GOOD-FAITH DISCUSSIONS WITHIN THIRTY (30) DAYS, THE DISPUTE SHALL BE ESCALATED TO THE PUBLIC WORKS DIRECTOR OF EACH PARTY FOR RESOLUTION PRIOR TO INITIATING ANY FORMAL ACTION.

4.4. Termination.

This Agreement shall remain in full force and effect until terminated by either party following a sixty (60) day written notice of intention to terminate. UPON TERMINATION, THE PARTIES SHALL COOPERATE TO ENSURE AN ORDERLY TRANSITION OF MAINTENANCE RESPONSIBILITIES. ALL OUTSTANDING INVOICES SHALL BE PAID WITHIN SIXTY (60) DAYS OF TERMINATION. ANY ONGOING EXTRAORDINARY OR EMERGENCY WORK SHALL BE COMPLETED BY THE PARTY RESPONSIBLE UNDER EXHIBIT A, UNLESS OTHERWISE MUTUALLY AGREED IN WRITING.

THE PARTIES ACKNOWLEDGE THAT TERMINATION IS SUBJECT TO NON-APPROPRIATION OF FUNDS AS PROVIDED IN SECTION 4.6.7.

4.5. General Terms.

4.5.1. Amendment.

No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. Exhibit A may be amended, as needed, to add or delete maintained traffic signal, lighting equipment, ITS equipment or to change cost splits, as evidenced by signed approval of the respective department representatives, or their designees, by submittal of a revised Exhibit A, which shall, upon said approval become part of this Agreement and shall supersede and cancel all previous exhibits. ANY AMENDMENT AFFECTING COST SHARING, WORKFLOW PROCEDURES, OR EMERGENCY RESPONSE REQUIREMENTS SHALL REQUIRE APPROVAL BY THE CITY ENGINEER OR PUBLIC WORKS DIRECTOR OF EACH PARTY.

4.5.2. Mutual Indemnification.

(a) Ontario agrees to indemnify, defend (with counsel approved by Chino) and hold harmless Chino and its officers, employees, agents and authorized volunteers from any and all claims, actions, losses, damages, and/or liability resulting from Ontario's negligent acts or omissions which arise from Ontario's performance of its obligations under this Agreement.

(b) Chino agrees to indemnify, defend (with counsel approved by Ontario) and hold harmless Ontario and its officers, employees, agents and authorized volunteers from any and all claims, actions, losses, damages, and/or liability resulting from Chino's negligent acts or omissions which arise from Chino's performance of its obligations under this Agreement.

(c) EACH PARTY SHALL MAINTAIN, AT ITS OWN EXPENSE, GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS' COMPENSATION, AND EMPLOYER'S LIABILITY INSURANCE WITH LIMITS CONSISTENT WITH PUBLIC AGENCY STANDARDS. EACH PARTY SHALL PROVIDE PROOF OF INSURANCE UPON REQUEST.

4.5.3. No Third Party Beneficiaries.

Nothing in the provisions of this Agreement is intended to create duties or obligations to, or rights in third parties not parties to this contract, or affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of the subject intersections different from the standard of care imposed by law.

4.5.4. 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:

Ontario:	**Chino:**
Attn: City Engineer	Attn: Public Works Director
303 East B Street	13220 Central Avenue
Ontario, CA 91764	Chino, CA 91710

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. OPERATIONAL NOTICES, INCLUDING MAINTENANCE COORDINATION, EMERGENCY NOTIFICATIONS, AND WORKFLOW COMMUNICATIONS, MAY BE PROVIDED BY EMAIL TO DESIGNATED STAFF. FORMAL NOTICES OF TERMINATION, AMENDMENT, OR CLAIMS MUST BE PROVIDED BY MAIL OR PERSONAL DELIVERY.

4.5.5. Governing Law.

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

4.5.6. Time of Essence.

Time is of the essence for each and every provision of this Agreement. THIS REQUIREMENT APPLIES ESPECIALLY TO EMERGENCY RESPONSE, NOTIFICATION, AND BILLING DEADLINES.

4.5.7. Successors and Assigns.

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

4.5.8. Assignment or Transfer.

Neither Party shall assign, hypothecate or transfer, either directly or by operation of law, this agreement or any interest herein without the prior written consent of the other. 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.

4.5.9. 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 Parties include their 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. IN THE EVENT OF A CONFLICT BETWEEN THE BODY OF THIS AGREEMENT AND

EXHIBIT A, THE BODY OF THIS AGREEMENT SHALL CONTROL UNLESS EXPRESSLY STATED OTHERWISE.

4.5.10. 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.

4.5.11. 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.

4.5.12. 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. THIS INCLUDES COORDINATION OF FIELD WORK, SHARING OF MAINTENANCE RECORDS, AND UPDATING OF AS-BUILT DOCUMENTATION.

4.5.13. Attorney's 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 attorney's fees and all other costs of such action.

4.5.14. Authority to Enter Agreement.

Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

4.5.15. Counterparts.

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

4.5.16. 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. CERTAIN PROVISIONS, INCLUDING INDEMNIFICATION, PAYMENT OBLIGATIONS, AUDIT RIGHTS, AND CONFIDENTIALITY OF ITS-RELATED DATA, SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

4.6 Workflow Procedures, Emergency Response, and Operational Coordination

4.6.1 Notification of Routine Maintenance

THE PARTY RESPONSIBLE FOR ROUTINE MAINTENANCE SHALL PROVIDE NOTICE TO THE OTHER PARTY AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO PERFORMING ANY NON-EMERGENCY WORK

THAT MAY TEMPORARILY AFFECT TRAFFIC SIGNAL OPERATIONS, POWER, OR ITS CONNECTIVITY. NOTICE MAY BE PROVIDED BY EMAIL TO DESIGNATED STAFF.

4.6.2 Notification of Extraordinary Maintenance

WHEN EXTRAORDINARY MAINTENANCE IS REQUIRED, THE RESPONSIBLE PARTY SHALL NOTIFY THE OTHER PARTY AS SOON AS PRACTICABLE, BUT NO LATER THAN TWENTY-FOUR (24) HOURS AFTER DISCOVERY OF THE CONDITION. SUCH NOTICE SHALL INCLUDE A DESCRIPTION OF THE ISSUE, ANTICIPATED WORK, AND ESTIMATED COSTS IF KNOWN.

4.6.3 Emergency Response Procedures

IN THE EVENT OF AN EMERGENCY CONDITION, THE PARTY RESPONSIBLE UNDER EXHIBIT A SHALL RESPOND PROMPTLY AND SHALL MAKE REASONABLE EFFORTS TO ARRIVE ON-SITE WITHIN TWO (2) HOURS OF NOTIFICATION. IF THE RESPONSIBLE PARTY IS UNABLE TO RESPOND WITHIN THIS TIMEFRAME, THE OTHER PARTY MAY, AT ITS DISCRETION, DISPATCH ITS OWN CREWS OR CONTRACTORS TO ADDRESS THE EMERGENCY. COSTS SHALL BE SHARED ACCORDING TO THE COST SHARE PERCENTAGES IN EXHIBIT A.

EMERGENCY RESPONSE WORK SHALL BE LIMITED TO RESTORING SAFE OPERATION OF THE INTERSECTION. ANY FOLLOW-UP WORK BEYOND TEMPORARY RESTORATION SHALL BE COORDINATED IN ACCORDANCE WITH SECTIONS 4.3.1 AND 4.6.2.

4.6.4 Documentation Requirements

ALL ROUTINE, EXTRAORDINARY, AND EMERGENCY WORK SHALL BE DOCUMENTED BY THE PERFORMING PARTY. DOCUMENTATION SHALL INCLUDE, AS APPLICABLE:

- PHOTOGRAPHS OF DAMAGE OR FAILED EQUIPMENT;
- FIELD REPORTS DESCRIBING THE ISSUE AND WORK PERFORMED;
- LABOR LOGS AND MATERIAL LISTS;
- CONTRACTOR INVOICES;
- UPDATED AS-BUILT INFORMATION IF ANY PERMANENT CHANGES ARE MADE.

DOCUMENTATION SHALL BE PROVIDED WITH THE QUARTERLY INVOICE OR UPON REQUEST.

4.6.5 Coordination Meetings

THE PARTIES SHALL HOLD AN ANNUAL COORDINATION MEETING TO REVIEW:

- THE STATUS OF ALL SHARED INTERSECTIONS;
- ANY SIGNIFICANT MAINTENANCE ISSUES;
- UPDATES TO ITS INFRASTRUCTURE;
- ANY PROPOSED CHANGES TO EXHIBIT A;
- ANY RECOMMENDED IMPROVEMENTS TO WORKFLOW PROCEDURES.

MEETINGS MAY BE HELD IN PERSON OR VIRTUALLY.

4.6.6 Priority of Safety

IN ALL CIRCUMSTANCES, PUBLIC SAFETY SHALL BE THE PRIMARY CONSIDERATION. BOTH PARTIES SHALL TAKE ALL REASONABLE STEPS TO ENSURE THAT TRAFFIC SIGNALS AND SAFETY LIGHTING REMAIN OPERATIONAL AND SAFE FOR THE TRAVELING PUBLIC.

4.6.7 Non-Appropriation of Funds

THE PARTIES ACKNOWLEDGE THAT THEIR OBLIGATIONS UNDER THIS AGREEMENT ARE SUBJECT TO THE AVAILABILITY OF APPROPRIATED FUNDS. IF EITHER PARTY FAILS TO RECEIVE FUNDING NECESSARY TO PERFORM ITS OBLIGATIONS, THAT PARTY MAY TERMINATE THIS AGREEMENT UPON THIRTY (30) DAYS' WRITTEN NOTICE. SUCH TERMINATION SHALL NOT RELIEVE THE PARTY OF ITS OBLIGATION TO PAY FOR WORK PERFORMED PRIOR TO THE EFFECTIVE DATE OF TERMINATION.

4.6.8 Force Majeure

NEITHER PARTY SHALL BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE CAUSED BY EVENTS BEYOND ITS REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO NATURAL DISASTERS, MAJOR UTILITY OUTAGES, LABOR STRIKES, WAR, OR OTHER UNFORESEEABLE EVENTS. THE AFFECTED PARTY SHALL PROVIDE NOTICE TO THE OTHER PARTY AS SOON AS PRACTICABLE AND SHALL RESUME PERFORMANCE WHEN THE CONDITION IS REMEDIED.

4.6.9 Confidentiality of its Related Data

TO THE EXTENT PERMITTED BY LAW, EACH PARTY SHALL MAINTAIN THE CONFIDENTIALITY OF ANY VIDEO, NETWORK, OR SECURITY-RELATED DATA GENERATED BY ITS OWN ITS DEVICES. ACCESS TO SUCH DATA BY THE OTHER PARTY SHALL REQUIRE PRIOR WRITTEN APPROVAL, EXCEPT WHERE REQUIRED BY LAW OR COURT ORDER.

4.6.10 Data Ownership and Cybersecurity

EACH PARTY SHALL RETAIN OWNERSHIP OF ITS OWN ITS DATA AND SHALL BE RESPONSIBLE FOR IMPLEMENTING APPROPRIATE CYBERSECURITY MEASURES TO PROTECT ITS NETWORKS AND DEVICES. ANY SHARED USE OF COMMUNICATIONS INFRASTRUCTURE SHALL BE SUBJECT TO MUTUALLY AGREED SECURITY PROTOCOLS.

4.6.11 Recordkeeping and Audit Rights

EACH PARTY SHALL MAINTAIN RECORDS OF ALL WORK PERFORMED UNDER THIS AGREEMENT FOR A MINIMUM OF FIVE (5) YEARS. EACH PARTY SHALL HAVE THE RIGHT TO AUDIT SUCH RECORDS UPON REASONABLE NOTICE AND DURING NORMAL BUSINESS HOURS.

4.6.12 Survival of Certain Provisions

THE FOLLOWING PROVISIONS SHALL SURVIVE TERMINATION OF THIS AGREEMENT:

- INDEMNIFICATION (SECTION 4.5.2);

- PAYMENT OBLIGATIONS FOR WORK PERFORMED PRIOR TO TERMINATION;
- AUDIT RIGHTS (SECTION 4.6.11);
- CONFIDENTIALITY OF ITS-RELATED DATA (SECTION 4.6.9).

SIGNATURES ON THE FOLLOWING PAGE

SIGNATURE PAGE TO AGREEMENT FOR
MAINTENANCE AND OPERATION OF JOINTLY OWNED
TRAFFIC SIGNALS AND INTERSECTION SAFETY LIGHTING

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective official thereunto duly authorized.

CITY OF ONTARIO

By: _____

Dated: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF CHINO

By: _____

Dated: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
JOINTLY OWNED TRAFFIC SIGNAL LOCATIONS

SCHEDULE I – MAINTAINED BY CITY OF ONTARIO

		Cost Share	
No.	Location	Chino of Chino	City of Ontario
1.	Merrill Ave at Carpenter Ave	25%	75%
2.	Merrill Ave at Hellman Ave-Vineyard Ave	50%	50%
3.	Merrill Ave at Van Vliet Ave-Baker Ave	50%	50%
4.	Merrill Ave at Flight Ave-Walker Ave	50%	50%
5.	**Merrill Ave at Airport Truck Parking Lot*	*67%*	*33%*
6.	Merrill Ave at Grove Ave	33%	67%
7.	Merrill Ave at SOLC Dwy	33%	67%
8.	Merrill Ave at Bon View Ave	33%	67%
9.	Merrill Ave at Campus Ave	50%	50%
10.	Merrill Ave at Sultana Ave	33%	67%
11.	Euclid Ave at Riverside Dr	25%	75%
12.	Euclid Ave at Chino Ave	50%	50%
13.	Euclid Ave at Schaefer Ave	50%	50%
14.	Euclid Ave at Red Bud Ln	67%	33%
15.	Euclid Ave at Edison Ave	50%	50%
16.	Euclid Ave at Eucalyptus Ave	50%	50%
17.	Euclid Ave at Merrill Ave-E. Facility Dr	75%	25%

**Possible future traffic signals*

SCHEDULE II – MAINTAINED BY CITY OF CHINO

		Cost Share	
No.	Location	City of Chino	City of Ontario
1.	Benson Ave at Philadelphia St	50%	50%
2.	Fern Ave at Riverside Dr	75%	25%

City of Ontario:

_____
City Engineer

City of Chino:

_____
Director of Public Works

_____
Effective Date

CITY OF ONTARIO *Agenda Report* **September 15, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Jaime Maciel-Carrera Department: Public Works Prepared By: Jay Bautista Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Rene Guerrero, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

SUBJECT: **A RESOLUTION ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2027-28 THROUGH 2031-32**

RECOMMENDATION: That the City Council take the following actions:

A. Adopt a Resolution approving the Fiscal Years 2027-28 through 2031-32 Measure I Five-Year Capital Projects Needs Analysis (CPNA) ; and
B. Authorize the City Manager, or his designee, to approve changes to the plan as may be required by the City and/or San Bernardino County Transportation Authority (SBCTA).

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
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: There is not a direct fiscal impact associated with this action. The CPNA is a tool to assist the SBCTA Board of Directors and Staff in programming available and projected Measure I Fund revenues. The CPNA is not a budget commitment. The individual projects listed in the CPNA are either currently identified in the Fiscal Year 2026-27 Adopted City of Ontario Capital Improvement Program (CIP) Budget or will be identified in the CIP at the time that the local fund share is needed and approved by the City Council.

BACKGROUND & ANALYSIS: San Bernardino County voters approved the passage of a thirty-year extension (2010-2040) to the Measure I program in November 2004, authorizing San Bernardino Associated Governments, now SBCTA, to impose a one-half percent sales tax on retail transactions and use tax in the incorporated and unincorporated territories of the County of San Bernardino. Revenue from the tax can only be used for transportation improvements and traffic management

programs authorized in the 2010-2040 Measure I Expenditure Plan set forth in Ordinance No. 04-1 of the Authority. The Expenditure Plan for the San Bernardino Valley Subarea, of which Ontario is a part, requires that Measure I revenue be applied to the following programs:

Freeways	29%
Freeway Interchanges	11%
Major Streets	20%
Local Streets (per capita pass through)	20%
Metrolink/Passenger Rail	8%
Senior/Disabled Transit Service	8%
Express Bus/Bus Rapid Transit Service	2%
Traffic Management Systems	2%

The 2010-2040 Measure I Strategic Plan requires each local jurisdiction applying for revenue from the Measure I Major Street Arterial sub-program to annually adopt and update a Five-Year CPNA. The Five-Year CPNA is not a funding commitment by either SBCTA or the City, but a tool to assist SBCTA Staff and their Board of Directors in programming available Measure I Fund revenues. The CPNA is not a wish list but a financially constrained, realistic schedule of the projects for which the agency intends to use Measure I dollars. "Financially constrained" means that the required local Development Impact Fee (DIF) match contribution will be available before the project begins or the DIF match requirement has been met by an internal Measure I loan arranged with SBCTA in accordance with the Measure I Strategic Plan.

The Five-Year CPNA covers projects in the Measure I Major Street Arterial sub-program. This year's Five-Year CPNA includes the following projects: Grove Avenue/Holt Boulevard intersection widening; Etiwanda Avenue/Airport Drive intersection improvements; and Vineyard Avenue from Riverside Drive to Chino Avenue.

The process requires that the City Council approve the CPNA by Resolution. Staff anticipates that there may need to be changes to the CPNA during the fiscal year. Therefore, Staff is recommending that the City Manager, or his designee, be given the authority to approve changes to the CPNA as requested by SBCTA and/or Staff, provided the changes do not conflict with the approved budget.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2027-28 THROUGH 2031-32.

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 04-1 of the Authority; and

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from certain Measure I Programs to annually adopt and update a Five-Year Capital Project Needs Analysis; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario, State of California, that the Measure I Five-Year Capital Project Needs Analysis for Fiscal Years 2027-28 through 2031-32, attached to this resolution as Exhibit A, is hereby adopted.

PASSED, APPROVED, AND ADOPTED this 15th day of September 2026.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2026- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held September 15, 2026 by the following roll call vote, to wit:

AYES: MAYOR/COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held September 15, 2026.

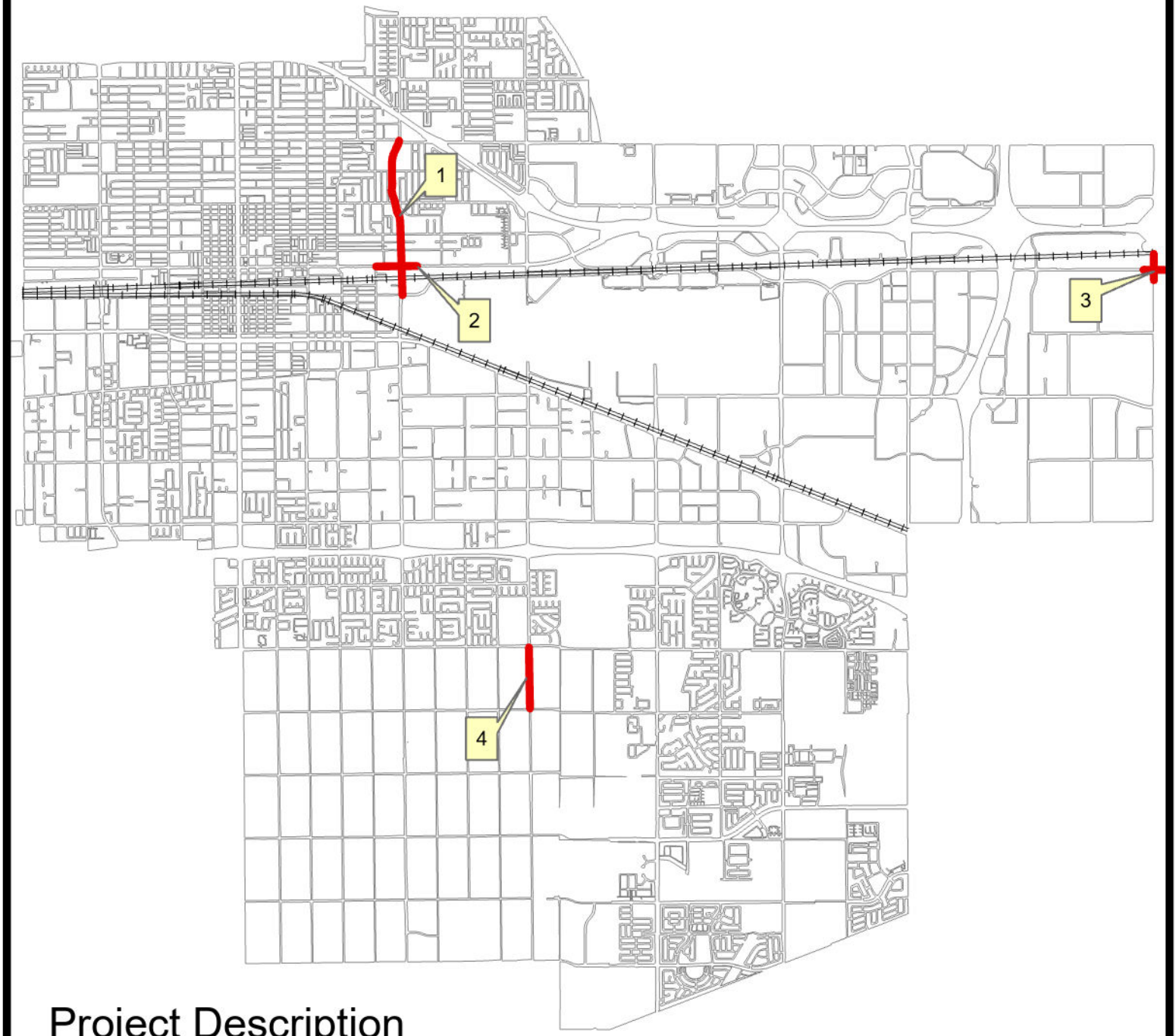
_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Exhibit A

Five-Year Capital Project Needs Analysis

2027/2028 - 2031/2032



Project Description

1 Widen Grove Ave. from Fourth St. to Airport Dr. from 4 to 6 lanes.

2 Widen Holt Blvd. from 750 ft. west of to 750 ft. east of Grove Ave.from 4 to 6 lanes.

3 Etiwanda Ave. and Airport Dr. Intersection Improvements.

4 Vineyard Ave. from Riverside Dr. to Chino Ave.

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Miles

July 29, 2026
By: Johnson Hua
S:\Engineering\TRAFFIC & TRANSPORTATION\TRAFFIC OPERATIONS\
Maps\Five-Year Capital Project Needs Analysis Grove 2027/2028 - 2031/2032.pdf

Capital Project Needs Analysis
City of Ontario
Valley Arterial Sub-Program

Nexus Project Cost	$ 32,200,000
Dev. Loan?	No
5-Year Advance?	No
Public Share:	55.6%
Dev. Share:	44.40%

Project Information

Project Name: Grove Corridor Widening (Fourth St to Airport Dr) and Holt Blvd/Grove Ave Intersection Widening

Project Desrip: Widen Grove Ave from I-10 to Holt Blvd from 4 to 6 lanes, W. Cuc. Crk Bridge

Current Total Project Cost Estimate:

$15,388,045.61

Total Measure I Request:

$4,277,876.67

(Summation of Measure I)

Comments:

Costs include PA&ED of the Grove Corridor project; and PS&E, ROW and CON for the Grove portion of the Holt/Grove intersection project.

Phase	Funding	PRIOR*	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FUTURE
PA&ED								
Total Cost:	**$0.00**							
Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PS&E								
Total Cost:	**$570,016.28**							
Fund Type:	MSI Arterial	$ 316,929.05	$ -	$ -	$ -	$ -	$ -	$ -
	DEV FEE	$ 253,087.23	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ROW								
Total Cost:	**$927,205.50**							
Fund Type:	MSI Arterial	$ 515,526.26	$ -	$ -	$ -	$ -	$ -	$ -
	DEV FEE	$ 411,679.24	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CONST								
Total Cost:	**$6,196,801.02**							
Fund Type:	MSI Arterial	$ 3,445,421.36	$ -	$ -	$ -	$ -	$ -	$ -
	DEV FEE	$ 2,751,379.66	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2025/2026 expenses.

Capital Project Needs Analysis
City of Ontario
Valley Arterial Sub-Program

Nexus Project Cost	$ 48,817,215
Dev. Loan?	No
5-Year Advance?	No
Public Share:	55.6%
Dev. Share:	44.40%

Project Information	Phase	Funding	PRIOR*	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FUTURE
Project Name: Widen Holt Blvd. from 750 ft. west to 750 ft. east of Grove Ave. from 4 to 6 lanes	**PA&ED**								
	Total Cost:	**$0.00**							
Project Description: Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes	**Fund Type:**	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$570,016.28**							
$15,388,045.61	**Fund Type:**	MSI Arterial	$ 316,929.05	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ 253,087.23	$ -	$ -	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$4,277,876.67		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$927,205.50**							
	Fund Type:	MSI Arterial	$ 515,526.26	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		DEV FEE	$ 411,679.24	$ -	$ -	$ -	$ -	$ -	$ -
This is a portion of Nexus Project "Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes". Costs include the PS&E, ROW and CON for the Holt portion of the Holt/Grove intersection project.		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$6,196,801.02**							
	Fund Type:	MSI Arterial	$ 3,445,421.36	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ 2,751,379.66	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2025/2026 expenses.

Capital Project Needs Analysis
City of Ontario
Valley Arterial Sub-Program

Nexus Project Cost	$ 5,270,000
Dev. Loan?	No
5-Year Advance?	No
Public Share:	55.6%
Dev. Share:	44.40%

Project Information

Project Name: Etiwanda Avenue and Airport Drive Intersection Improvements

Project Description: Spot Widen Airport Dr from Kettering to Etiwanda Ave from 2 to 4 lanes, including intersection at

Current Total Project Cost Estimate:
$11,000,774.00

Total Measure I Request:

$2,936,991.00
(Summation of Measure I)

Comments:
City of Fontana is the lead agency on the project.

Phase	Funding	PRIOR*	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FUTURE
PA&ED								
Total Cost:	**$0.00**							
Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PS&E								
Total Cost:	**$0.00**							
Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ROW								
Total Cost:	**$100,000.00**							
Fund Type:	MSI Arterial	$ 55,600.00	$ -	$ -	$ -	$ -	$ -	$ -
	DEV FEE	$ 44,400.00	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CONST								
Total Cost:	**$5,182,357.00**							
Fund Type:	MSI Arterial	$ 288,139.10	$ 1,296,625.95	$ 1,296,625.95	$ -	$ -	$ -	$ -
	DEV FEE	$ 230,096.60	$ 1,035,434.70	$ 1,035,434.70	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2025/2026 expenses.

Capital Project Needs Analysis
City of Ontario
Valley Arterial Sub-Program

Nexus Project Cost	$ 14,370,409
Dev. Loan?	No
5-Year Advance?	No
Public Share:	55.6%
Dev. Share:	44.40%

Project Information	Phase	Funding	PRIOR*	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FUTURE
Project Name: Vineyard Ave Roadway Improvements (Riverside Dr to Chino Ave	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Project Description: Construction of Vineyard Ave roadway improvements (6-lanes) from Riverside Dr to Chino Ave		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$0.00**							
$7,876,439.00	**Fund Type:**	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$4,379,300.08		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
The project is currently under construction.		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$7,876,439.00**							
	Fund Type:	MSI Arterial	$ 2,189,650.04	$ 2,189,650.04	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ 1,748,569.46	$ 1,748,569.46	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2025/2026 expenses.

CITY OF ONTARIO *Agenda Report* **September 15, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Gil H Mars Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Rene Guerrero, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

SUBJECT: **AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH ARDURRA GROUP, INC. FOR THE MISSION AND MOUNTAIN DEMOLITION PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to complete and execute Amendment No. 7 to the Design Services Agreement with Ardurra Group, Inc., of Newport Beach, California, to provide construction documents for the Mission and Mountain Demolition Project located at 801, 803, and 805 S. Mountain Ave. in the amount of $26,762 for a total not-to exceed contract amount of $13,258,601; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Maintain the Current High Level of Public Safety

FISCAL IMPACT: The proposed Amendment No. 7 to the Design Services Agreement with Ardurra Group, Inc. is for additional construction documents in the amount of $26,762 for a total not-to-exceed contract amount of $13,258,601. If approved, additional appropriations in the Ontario Housing Authority (OHA) Fund will be included in future quarterly budget updates to the City Council as needed for site development of affordable housing.

BACKGROUND & ANALYSIS: In December 2023, the Ontario Housing Authority (OHA) acquired 1.28 acres of real property located at 801, 803, and 805 S. Mountain Ave. for the development of affordable housing. On July 7, 2026, the City Council approved a resolution declaring the City-owned property at 801, 803, and 805 S. Mountain Ave. as exempt surplus land for affordable housing development. Pursuant to Government Code Section 54221(F)(1)(F), property owned by a housing

authority and intended for affordable housing development may qualify as exempt surplus land.

To facilitate the development of affordable housing and prevent illegal dumping, trespassing, and nuisances that could negatively impact neighboring residents, the existing structures on the site must be demolished. The project will also require abandonment of existing utilities and removal of vegetation and other site debris to prepare the property for future development. To proceed with this work, the City must prepare the necessary construction documents establishing the scope, specifications, and requirements for demolition and site clearance.

Staff recommends approval of Amendment No. 7 with Ardurra Group, Inc. to provide the necessary construction documents for demolition of the existing structures, utility abandonment, vegetation removal, and site clearance. This will allow the OHA to continue with their affordable housing goal. With approval of this amendment, demolition is anticipated to begin in April 2027.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 7 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ARDURRA GROUP, INC.

1. Parties and Date.

This Amendment No. 7 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **Ardurra Group, 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 "Design Services Agreement" dated June 4, 2024 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services for The Mission and Mountain Demolition project and increase the compensation amount by $26,762.00 for a total contract amount not-to-exceed $13,258,601. The Parties have heretofore entered into that Amendment No. 1 dated July 16, 2024, Amendment No. 2 dated November 19, 2024, Amendment No. 3 dated October 7, 2025, Amendment No. 4 dated April 7, 2026, Amendment No. 5 dated June 2, 2026, and Amendment No. 6 dated September 15, 2026.

2.3 Amendment Authority. This Amendment No. 7 is authorized pursuant to Section 3.37 of the Agreement.

3. Terms.

3.1 Amendment. Sections 3.1.1 and 3.10.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional design and

related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A." All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit A."

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **Thirteen Million Two Hundred Fifty Eight Thousand and Six Hundred One Dollars ($13,258,601)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B." The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

Exhibit A 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.

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 7 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ARDURRA GROUP, INC.

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

ARDURRA GROUP, INC.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

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

ARDURRA

July 8, 2026

Mr. Gil Mars
Design & Construction – Project Manager
City of Ontario
1333 S. Bon View
Ontario, CA 91761

Subject: Proposal to Provide Civil Engineering Services for the Demolition of the existing improvements at 801 S. Mountain Avenue (Ave)

Dear Mr. Mars,

Ardurra Group, Inc. (Ardurra) appreciates this opportunity to present our proposal to the City of Ontario to provide civil engineering services associated with the demolition of the existing improvements within the site located at 801 S. Mountain Ave, Ontario California (Exhibit A). Ardurra's project understanding, the proposed scope of services and the estimated fee are presented herein for your consideration.

Ardurra proposes to accomplish the work described herein for a time and material not-to-exceed fee of $26,762. Ardurra will prepare monthly invoices and will only exceed this amount with prior written authorization. A fee breakdown using our hourly billing rates is attached for your information (Exhibit B). The billing rates shown in the fee breakdown are valid through December 2026.

We look forward to the opportunity to perform this work for you. We are available to meet to discuss this proposal and the necessary tasks identified in this scope. Please contact me at (714) 458-7929 or jhernandez@ardurra.com should you have any questions or require any additional information.

Sincerely,

Ardurra Group, Inc.

Jose L. Hdez

Jose Hernandez, PE, QSD/QSP
Group Leader

Attachments:

Exhibit A – Site Location

Exhibit B – Estimated Manpower Hourly Fee Breakdown

Project Understanding

Ardurra understands that the City of Ontario proposes to demolish the existing improvements located at 801 S. Mountain Ave. The project boundary is approximately 0.40 acres located southeast of the intersection of West Mission Ave and South Mountain Avenue. The project site currently consists of a parking lot, an existing 5,000 square foot commercial building, and existing utilities. It is understood that the overall project will involve demolishing the existing structure, removing of the existing pavement, cutting, and capping the existing utilities, and leaving a rough-graded site. Ardurra's scope is limited to the civil engineering portion of work described in the scope of services. The existing structures may require hazardous material abatement that others will assess, design, and implement.

Scope of Services

Ardurra proposes to provide civil engineering design services including the preparation of demolition plans for the project-specific civil elements, including the sewer, water, and storm drain, the preparation of a preliminary rough grading plan, and an erosion control plan, coordination/collaboration with dry utilities (gas, electrical, and communication) for the cutting and capping of these utilities, and quantity take-off for the civil elements. Ardurra will also perform internal Qa/Qc for our project tasks.

Ardurra intends to perform the proposed civil engineering design services as follows:

Project Documents:

The following is a breakdown of our understanding of the civil engineering task services required for the civil-related portion of the work:

Task 1: Project Coordination and Meetings – This task will involve project coordination and meetings for the project. It will include three (3) design team meetings and two (2) site visits. This task will also involve coordination with utility providers to identify the contact personnel of the individuals that the contractor will need to coordinate with for the removal of the on-site utilities and cutting and capping of said utilities.

Task 2: Demolition Plan – This task will involve reviewing existing documents including existing plans and as-builts, if available, to develop the demolition plan for the project area. The demolition plan will reflect the existing conditions, to the extent possible and will provide the contractor with guidance in removing the civil improvements. The demolition plan will identify the existing surface features and utilities to be cut, capped, removed, and/or abandoned in place. The plan will only provide general information relative to building demolition. Detailed building demolition, including hazardous material abatement and removal, will be by others; however, Ardurra will

coordinate with the team that will design the building assessment and abatement design to provide for proper site preparation. Since there will not be a project topographic map, Ardurra will use available aerial imagery to prepare the demolition plan.

Task 3: Rough Grading Plan – This task will involve preparing a preliminary rough grading plan that will provide rough grading guidance to the demolition contractor so that trenches and excavations are not left on the site after the existing infrastructure is removed. The preliminary rough grading plan will be developed using available USGS contours as existing contours and the proposed elevations will be based on assumed depths of removals from the existing improvements (pavement depth, foundations, etc.)

Task 4: Erosion Control Plan – This task will involve generating an erosion control plan that will serve as the basis for the sediment project for the site during demolition activities. The erosion control plan, included in the set will be the minimum requirements that the contractor must implement.

Task 5: Quantity Take-off for Civil Elements – This task will involve generating quantities for the civil-related demolition elements. The quantities will include pavement removal, approximate earthwork quantities, and utility removals. A cost estimate will not be included. Quantities or Costs for structural demolition will not be included, or they will be provided by others.

Deliverables:

It is anticipated that Ardurra will be provided with the project standard border for the plan sheets in AutoCAD format and that Ardurra will produce reproducible bond sheets. The drawings will be prepared using AutoCAD. If required, Ardurra AutoCAD standards can be adjusted to match those of the City of Ontario, if required. It is assumed that specific standard requirements will be selected at project startup if an electronic submittal is required.

Ardurra anticipates no more than three (3) submittals of the following project documents:

- Civil Demolition Plan
- Rough Grading Plan
- Erosion Control Plan
- Quantities for Civil related demolition elements

Assumptions:

- This proposal covers only the scope outlined above.

- Per the direction of the City, the project plans will be developed using available aerial imagery and the available boundary survey provided by the City. No survey information will be provided for the demolition and rough grading plans.
- The demolition plan set developed by Ardurra will only include identification of structures to be removed and utilities (water, sewer, and storm drain) to be cut, capped, and removed. This scope of work will not include specific demolition requirements for the existing structures. It will be assumed that any hazardous material assessments, testing or abatement for the existing structures will be performed and specified by others.
- The current scope of work does not anticipate submittal to any other agency other than the City of Ontario.
- Technical specifications for site removal and rough grading will be provided on the plan set. Other specifications, if required, will be provided by others.
- The demolition plan will show cutting, capping, and removal of dry utilities; however, it is anticipated that the utility owners will remove their own utility unless directed otherwise by the utility owner.

Exclusions:

The following items are specifically excluded from the Ardurra scope of proposed services based on our current understanding of our scope:

- Project surveying services are not included in this scope of work
- Cost estimate
- Geotechnical exploration or engineering
- Project utility profiles will not be included in this scope
- Necessary permit processing fees
- Environmental and Land Use permits
- Traffic/transportation engineering, including haul route plan and traffic control
- Permits associated with demolition activities
- SWPPP (QSD/QSP) services are not included in this scope
- Hazardous assessments of the existing building are not included in this scope of services
- Structural engineering services are not included
- The project documents will provide regulatory guidance for soil/pavement disposition only
- Realignment of the existing utilities
- Support during construction

Exhibit A – Site Location

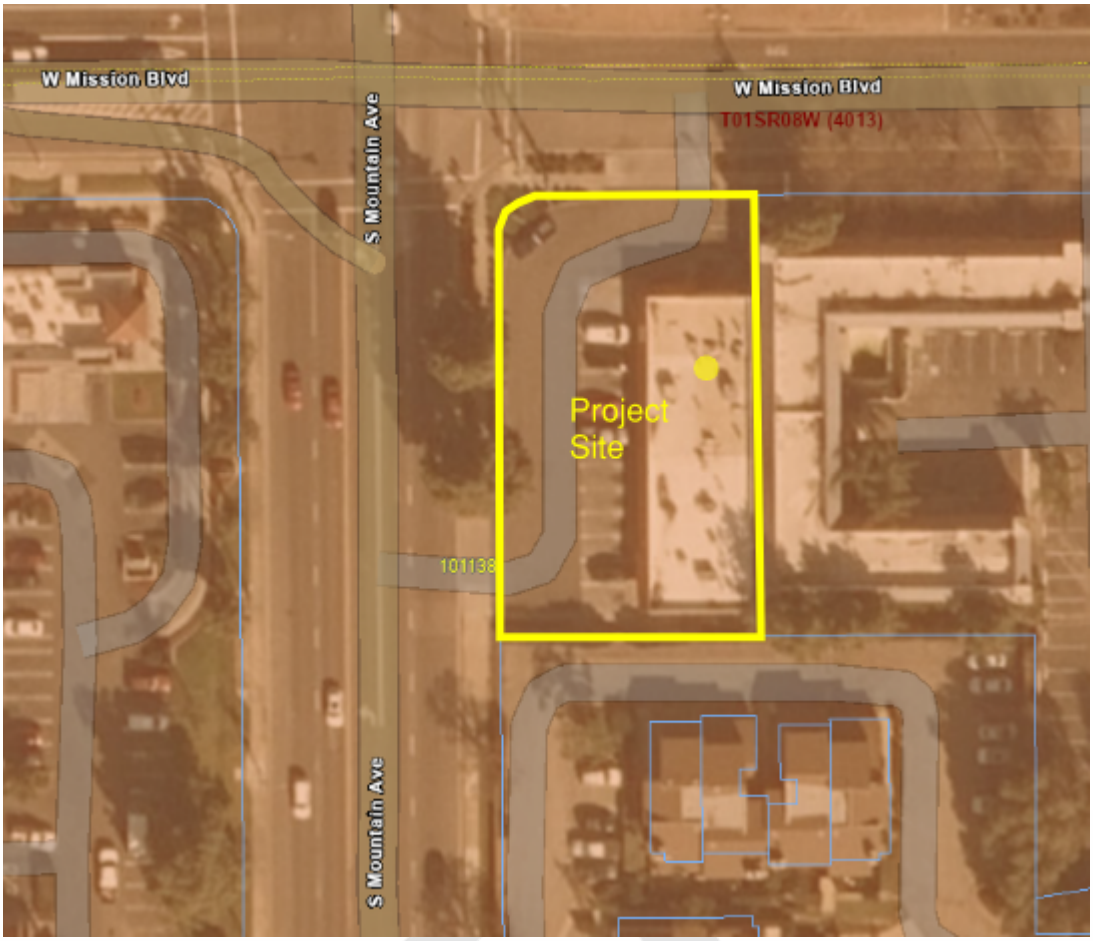


Exhibit B – Fee Estimate

		Ardurra Personnel									
Task/ Subtask	Task/Subtask Description	*Pincipal*	*Qa/Qc*	*Proj. Eng*	*Engineer II*	*Eng. Tech*	*Admin*	Subtask Labor-Hours	Subtask Labor Cost	Direct Cost	Total Cost
		$302.00	$290.00	$220.00	$170.00	$140.00	$120.00				
Task	**801 S. Mountain Ave - Demolition Project**										**$26,762**
1.1	Project Coordination and Meetings	8		4	4	2		18	$4,256		$4,256
1.2	Demolition Plan	2	2	8	16	32		60	$10,144		$10,144
1.3	Preliminary Rough Grading Plan	2	2	4	8	16		32	$5,664		$5,664
1.4	Erosion Control Plan	2	2	4	8			16	$3,424		$3,424
1.5	Quantity take off civil related removals	2	2	2	8			14	$2,984		$2,984
3.1	Reimbursible expenses									$290	$290
		16	8	22	44	50	0	140			
		$4,832	$2,320	$4,840	$7,480	$7,000	$0		$26,472	$290	**$26,762**
								TOTAL NOT-TO-EXCEED FEE:			***$26,762***

CITY OF ONTARIO *Agenda Report* **September 15, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Daniel P Beers Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Rene Guerrero, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

SUBJECT: **AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH RJM DESIGN GROUP, INC. FOR LANDSCAPE ARCHITECTURAL SERVICES FOR THE ONTARIO SPORTS EMPIRE PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 5 to the Design Services Agreement with RJM Design Group, Inc., of San Juan Capistrano, California, for landscape architectural services for the Ontario Sports Empire Project in the amount of $271,225 for a total not-to-exceed contract amount of $3,918,475; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

FISCAL IMPACT: The Fiscal Year 2026-27 Adopted Budget includes appropriations in the Capital Projects - Measure Q Fund for the Ontario Sports Empire Project. The proposed Amendment No. 5 with RJM Design Group, Inc. for the additional landscape architectural services for the design of D&C23-022 Ontario Sports Empire is in the amount of $271,225 for a total not-to-exceed contract amount of $3,918,475.

BACKGROUND & ANALYSIS: The proposed Sports Empire project includes a professional baseball stadium, soccer fields, baseball and softball tournament areas, football fields, and supporting retail facilities.

On March 3, 2026, the City Council approved Amendment No. 4 with RJM Design Group, Inc. to provide design services for the Ontario Sports Empire. As the project progressed through design and construction, several additional services became necessary due to evolving project requirements. These services included enhanced signage design, additional coordination and redesign to support structural engineering revisions related to RFI's and submittals, additional field review of domestic water lines installations involving defective gaskets and fittings, additional inspections for field turf installation, design of the dedication plaque, and revisions to the foundation designs for the whistle and soccer ball sculptures.

Additionally, during construction, Southern California Edison was unable to confirm if permanent power service would be available before the Sports Empire's grand opening. As a result, RJM Design Group, Inc. was directed to develop a contingency plan for temporary power should permanent power not be available in time.

If approved, Amendment No. 5 will authorize RJM Design Group, Inc. to provide additional design and construction support services, including the preparation of revised design and construction documents, as well as continued professional services through completion of the Ontario Sports Empire Project.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 5 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND RJM DESIGN GROUP, INC.

1. Parties and Date.

This Amendment No. 5 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **RJM Design Group, Inc.** a corporation with its principal place of business at 31691 Camino Capistrano, San Juan Capistrano CA 92676 ("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 "Design Services Agreement" dated June 18, 2024 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement for additional architectural services to the Ontario Sports Complex – additional design services as listed on Attachment A such as the construction administration, landscape architecture, temporary power design, sculpture fabrication shop visits, and dedication plaque design for the amount of $271,225. The Parties have heretofore entered into that Amendment No. 1 dated September 17, 2024, Amendment No. 2 dated January 21, 2025, Amendment No. 3 dated May 20, 2025, and Amendment No. 4 dated March 3, 2026.

2.3 Amendment Authority. This Amendment No. 5 is authorized pursuant to Section 3.37 of the Agreement.

3. Terms.

3.1 Amendment. Sections 3.1.1 and 3.10.1 of the Agreement is hereby amended in its entirety to read as follows:

"3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A." All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld."

"3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **Three Million Nine Hundred Eighteen Thousand Four Hundred Seventy-Five Dollars ($3,918,475)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions set forth in Exhibit "B." The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement."

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.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 5, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 5. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 5.

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. 5.

3.4 Severability. If any portion of this Amendment No. 5 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. 5 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND RJM DESIGN GROUP, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 5 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

RJM DESIGN GROUP, INC.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

31591 Camino Capistrano
San Juan Capistrano, CA 92675
www.RJMdesigngroup.com
[949] 493-2690 *fax*
[949] 493-2600 *phone*

Community Inspired Spaces
RJM DESIGN GROUP

July 9, 2026
*Revised August 4, 2026

Dan Beers
Design & Construction – Principal Construction Project Manager
City of Ontario - Public Works Agency
1333 S. Bon View Ave.
Ontario, CA 91761

Re: Ontario Sports Complex – Additional Services (Construction Administration, Synthetic Turf Inspections and Materials Testing, Structural Design and Detailing, Temporary Power Design, Sculpture Fabrication Shop Visits, and Dedication Plaque Design, IT Changes, Civil Engineering)

Dear Dan:
Due to the rapidly evolving construction progress at OSE, our team has provided a number of additional services not currently included in our scope of work. These services include; additional construction administration time by the team to attend additional job site meetings as requested to review general construction progress, provide field directives and solutions, answer questions, place trees, perform periodic punch walks in advance of project completion, provide structural design and detailing (specifics outlined below), synthetic turf inspections and materials testing, temporary power design, in person sculpture fabrication shop visits, freeway video board sign rebrand, dedication plaque design, and civil engineering in coordination with McCarthy. Based on the below scope of work and associated fees, we will only bill for the time spent under each task.

These items are as follows:

1. **Construction Administration** **$ 87,050.00**
   a. **Signage (Selbert Perkins)** **($ 20,250.00)**
      1) Ongoing shop drawing and submittal review.
      2) RFI responses and design clarifications.
      3) Coordination with client, design team, and contractors.
      4) Periodic site visits and observation reports.
      5) Punch list support at key milestones.
      6) Design team coordination by RJM Design Group.
   b. **Landscape Architecture (RJM Design Group)** **($ 66,800.00)**
      1) Ongoing RFI and submittal review, design clarifications.
      2) Coordination with client, design team, and contractors.
      3) Weekly site visits to review construction progress, onsite DW mainline inspections with ACCO, review of tree placement and orientation and preparation of observation reports.
      4) Punch list support at key milestones.
      5) Coordination and redesign of details to support structural engineering revisions related to RFI's/Submittals and contractor constructability issues and requests.
      6) Coordination in field to review DW lines installed with defective gaskets and fittings by ACCO for Misters and Quick Couplers not previously inspected by Transtech. Review and Coordination with Leemco, Contractors, and City to resolve gasket and joint fitting issues experienced on DW and RW mainlines and laterals.

2. **Synthetic Turf Inspections and Materials Testing and Retesting (GMU)** **$ 57,900.00**
   a. Beginning May 2026, there is approximately $16,000 left in the remaining budget. Monthly billing for this

task has been approximately $16,000, therefore the remaining balance will take us to June 2026.

b. We believe that construction operations for our inspectors will wrap up during the 1st week of July.
c. We believe that we will need $26,000 additional budget to complete inspections, materials testing, and final report.
d. Overruns – Materials testing costs have been driven with additional testing at the source related to failed sieve analysis within project specifications and after placement on site related to compaction and infiltration testing of material as required during failure events.
e. Scope gap for non-athletic field area testing and observation. GMU will continue to provide these services for the family activity turf areas (not previously included) as discussed in the OAC meeting on 5/31/26.
f. Design team coordination byRJM Design Group.

3. Additional Structural Designs, Detailing (GMU) $ 55,600.00

The items identified below relate to details that were not part of the original scope of work but become required based on change in scope responsibility (contractor provided shop drawings / deferred submittals), and field conditions or field encountered issues during construction.

a. SK-12: Dedication Plaque Foundation – previously integrated in cmu planter wall, requested as free standing by City.
b. SK-13: Tubular Steel Fence Foundation (on slope) – required to accommodate ramping conditions.
c. SK-20: Alternate Sign Foundation Details (allow existing pipes to go thru foundation to accommodate contractor).
d. SK-21: Alternate Sign Foundation Details (allow existing pipes to go thru foundation to accommodate contractor).
e. S-14: Revised Whistle Sculpture Foundation (revised 4 times based on shop drawings from signage contractor and change in scope from Conco to GMU).
f. S-15: Revised Soccer Sculpture Foundation (revised 1 time based on shop drawings from signage contractor and change in scope from Conco to GMU).
g. S-16: Revised Baseball Sculpture Foundation (revised 1 time based on shop drawings from signage contractor and change in scope from Conco to GMU).
h. SK-22: Umbrella Base in Pavers – required due to attachment method by manufacturer.
i. SK-23: Retaining Wall at Ramp – modified ADA ramp condition at northern baseball fields per RFI 675.
j. SK-24: Retaining Wall at Ramp – modified ADA ramp condition at northern baseball fields per RFI 675.
k. SK-26A+B: Retaining Wall at Ramp – revised ADA ramp condition at northern baseball fields per RFI 675R1 (revised 2 times to aid contractor in ease of construction and reduce cost impacts)
l. SK-31 and SK-17: Retaining Wall at Ramp – revised ADA ramp condition at northern baseball fields per RFI 675R1 (revised 3 times to aid contractor in ease of construction and reduce cost impacts)
m. SK-25: 29' Wide Gate at Baseball Complex (revised based on already installed FW line through gate post location - 24' width previous).
n. Foundation for detail 2/S-11B – previously in contractor's scope of work.
o. SK-28: IDF on concrete pad in planting area (revised for slope condition relocation)
p. SK-29: Tubular steel fence and gate detail (revised to avoid duct bank clash condition per RFI 0737.
q. Design team coordination by RJM Design Group.

4. Temporary Power Design (FBA) $ 10,750.00

a. This item was requested by the City / Tilden Coil to develop temporary power solutions / design in case permanent power is not available at project opening. This created exhibits for multiple generator locations to serve the project needs.
b. Design team coordination by RJM Design Group.

5. In Person Sculpture Fabrication Shop Visits (Selbert Perkins) $ 20,900.00

a. On-site fabrication review (per visit basis – allowance for 8 separate shop visits).
b. Coordination with fabricator on design intent.
c. Follow-up coordination with project team.
d. Design team coordination by RJM Design Group.

6. **New Dedication Plaque Design and Freeway Video Board Sign Rebrand (Selbert Perkins) $ 14,200.00**
   a. Concept design options (plaque + integrated feature).
   b. (1) client presentation / review session.
   c. Design Intent package (materials, layout, typography).
   d. Coordination with team on placement and integration including preliminary alternatives, locations.
   e. Shop drawing review and design intent clarification.
   f. Preparation of freeway video board sign rebrand.
   g. Design team coordination by RJM Design Group.

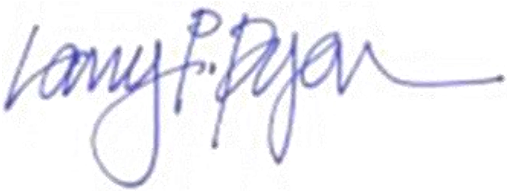
7. **Camera Changes by City IT (DWE) $ 5,450.00**
   a. Based on coordination with City IT and Contractor, plan changes necessary to modify cameras and provide additional interior building cabinets for GoCal/Toyota Arena operation.
   b. Design team coordination by RJM Design Group.

8. **Civil Engineering (CivTec) $ 19,375.00**
   a. Coordination and review of submittals, RFI's, and utility connections for McCarthy parking garage during construction.
   b. Coordination and review of submittals, RFI's, and storm drain design for SBCFCD connections during construction.
   c. Design team coordination by RJM Design Group.

Please note, we assume RJM Design Group will not be responsible for record drawings and that Tilden Coil Constructors will provide project as-builts and each MEP contractor will be responsible to provide their own record drawings.

GRAND TOTAL: $271,225.00

If you have any questions or comments after reviewing these items, please do not hesitate to contact us.
Sincerely,
RJM Design Group, Inc.



Larry P. Ryan, ASLA
Principal Landscape Architect

CITY OF ONTARIO *Agenda Report* **September 15, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Jeffrey Tang Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Rene Guerrero, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: **A QUITCLAIM DEED AND A RESOLUTION APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY, AND FINAL TRACT MAP NO. 20534, LOCATED AT THE NORTHEAST CORNER OF NORTH LAUREL AVENUE AND WEST D STREET**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Quitclaim Deed to Laurel East LLC for fee title ownership transfer of a portion of a public alley between West D Street and West E Street; and
B. Adopt a Resolution approving a Subdivision Improvement Agreement, Improvement Security, and Final Tract Map No. 20534, located at the northeast corner of North Laurel Avenue and West D Street.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: There is not a direct fiscal impact associated with this action. All required public infrastructure improvements required for this subdivision will be constructed by the Developer at its sole cost.

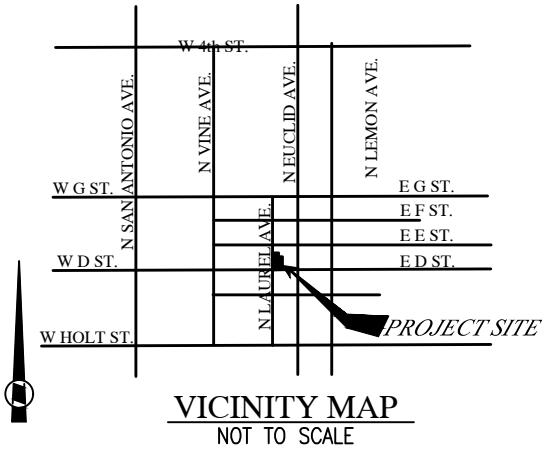
BACKGROUND & ANALYSIS: Final Tract Map No. 20534, consisting of one numbered lot on approximately one acre of land, as shown on Exhibit A, was submitted by Tipping Development. The Tentative Tract Map was approved by the Planning Commission on June 27, 2023.

As a clean-up item, prior to approval of the Final Tract Map, the City will quitclaim a portion of a public alley between West D Street and West E Street that is not needed for present or future street

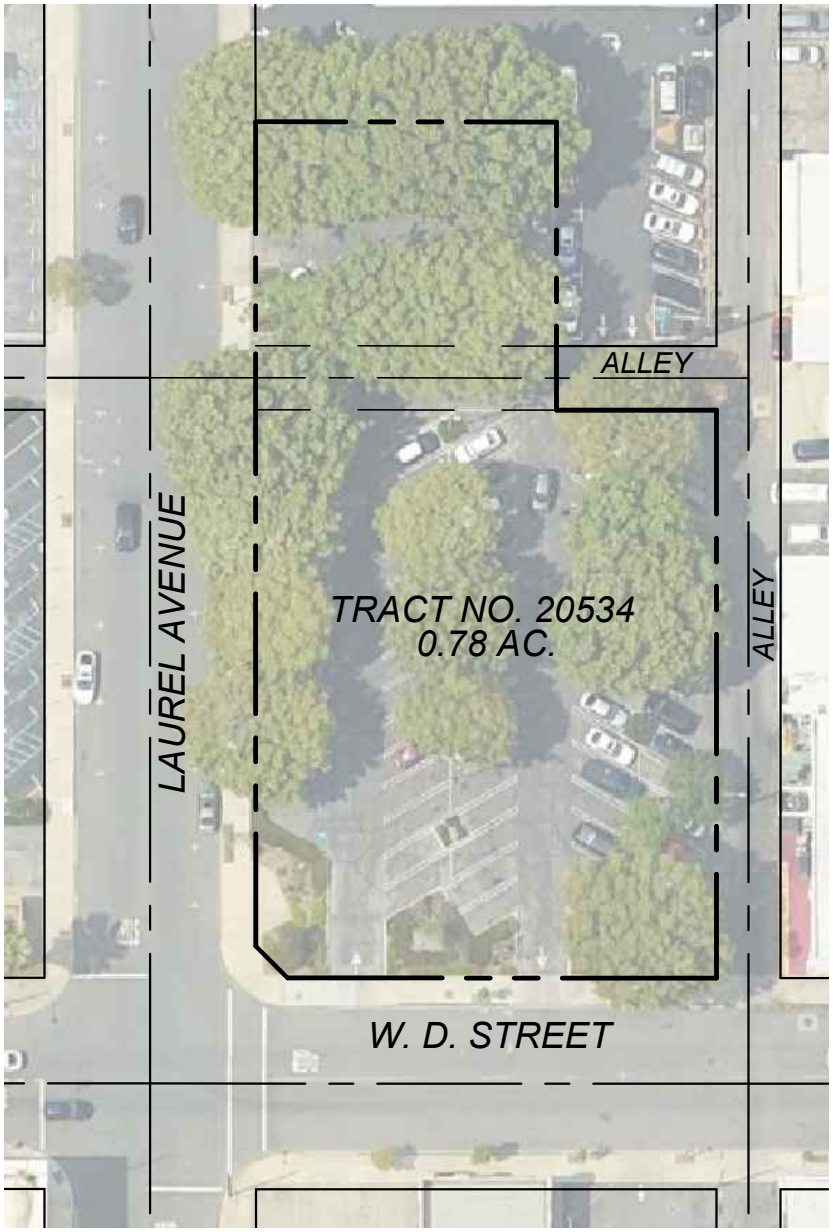
or utility purposes. Improvements will include streets, storm drain, domestic water, sewer, street lights, and parkway landscaping with irrigation. All landscape improvements will be consistent with current City approved drought measures.

The developer has entered into a Subdivision Improvement Agreement with the City for Final Tract Map No. 20534 and posted adequate security to ensure construction of the required improvements. This map meets all conditions of the Subdivision Map Act and the Ontario Municipal Code and has been reviewed and approved by the City Engineer.

EXHIBIT A
TRACT NO. 20534



VICINITY MAP
NOT TO SCALE



SCALE: 1"=60'

PREPARED BY: LAND DESIGN CONSULTANTS, INC. 800 ROYAL OAKS DRIVE, SUITE 104 MONROVIA, CA 91016 (626) 578-7000	**CITY OF ONTARIO** ENGINEERING DEPARTMENT FILE NO. TM - 20534	APPLICANT: TIPPING DEVELOPMENT 911 S PRIMROSE AVE, UNIT P MONROVIA, CA 91016 PROJECT: TRACT MAP NO. 20534

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY, AND FINAL TRACT MAP NO. 20534, LOCATED AT THE NORTHEAST CORNER OF NORTH LAUREL AVENUE AND WEST D STREET.

WHEREAS, Tentative Tract Map No. 20534 submitted for approval by Tipping Development, was approved by the Planning Commission of the City of Ontario on June 27, 2023; and

WHEREAS, Tentative Tract Map No. 20534 consists of one numbered lot being a subdivision of a portion of Block 21 of map of town of Ontario as per plat recorded in Book 9, Page 43 of Maps, and per final order of condemnation recorded in Book 5187, Page 272 and in Book 5187, Page 275, both of Official Records, all in the office of the County Recorder of San Bernardino County; and

WHEREAS, to meet the requirements established as prerequisite to final approval of Tract Map No. 20534, Laurel East LLC, a California Limited Liability Company has offered a Subdivision Improvement Agreement together with good and sufficient improvement security, in conformance with the City Attorney's approved format, for approval and execution by the City; and

WHEREAS, the requirement for the preparation of Covenants, Conditions and Restrictions (CC&R's), approved by the City Attorney's Office, to ensure the right to mutual ingress and egress and continued maintenance of common facilities by the commonly affected property owners has been deferred to a date that coincides with the recordation of the subject Tract Map.

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

1. That said Subdivision Improvement Agreement be, and the same is, approved and the City Manager is authorized to execute same on behalf of said City, and the City Clerk is authorized to attest thereto; and

2. That said Improvement Security is accepted as good and sufficient, subject to approval as to form and content thereof by the City Attorney; and

3. That Final Tract Map No. 20534 be approved and that the City Clerk be authorized to execute the statement thereon on behalf of said City.

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

PASSED, APPROVED, AND ADOPTED this 15th day of September 2026.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST, BEST & KREIGER, 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. 2026- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held September 15, 2026 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. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held September 15, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: City Engineer

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT MAP NO. 20534

between

THE CITY OF ONTARIO

a California municipal corporation

and

LAUREL EAST LLC

a California Limited Liability Company

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT MAP NO. 20534

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this ____ day of _____, 20__, by and between the City of Ontario, a California municipal corporation ("City") and LAUREL EAST LLC, a California Limited Liability Company, with its principal office located at 300 PASEO TESORO, WALNUT, CA 91789 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS

A. Developer's tentative tract map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Ontario Planning Commission on June 27, 2023. The tentative tract map is identified in City records as Tract Map No. 20534 ("Map").

B. Developer has not completed all of the work or made all of the public improvements required by the City's Municipal Code, the Subdivision Map Act (California Government Code section 66410, *et seq*.) ("Map Act"), the conditions of approval for the Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to the City's Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Map.

D. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final Map for the Property.

III. TERMS

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder's Office of the County of San Bernardino; (c) the approving body per the Ontario Development Code approves the final map for the Property; and (d) Developer records the final map for the Property in the Recorder's Office of the County of San Bernardino. If any of the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for the Property.

1.1 Definitions. For purposes of enforcing this Agreement, the term "City" shall include, but shall not be limited to, City Council, Public Works Director, City Engineer, Community Development Director, Building Official, or any of their authorized representatives. City shall have the sole and absolute discretion to determine which public body, public official, or public employee may act on behalf of City for any particular purpose.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Map, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Map ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to the execution of this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility that will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and bonds for such Public Improvement have been submitted to and approved by the City Engineer, or his/her authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all

applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement 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. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. The Developer shall employ a competent construction manager that is responsible for the entire work. Each contractor or subcontractor shall contractually report to the construction manager, either directly or through a subcontract. The construction manager shall be immediately available by phone during hours when construction is in progress and shall be available in person within two hours when requested by the City. The construction manager shall coordinate the work such that construction and the associated inspection happen in an efficient manner. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notice.

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the

assigned task. If any person employed by, the Developer, a contractor or subcontractor fails or refuses to carry out the directions of the City or appears to the City, in its sole and absolute discretion, to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the project immediately upon request by the City, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the City.

In addition, Developer shall maintain an office with a telephone, and Developer or a person authorized to make decisions and to act on Developer's behalf in Developer's absence shall be available to be on the job within three (3) hours of being called at such office by the City, during the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday, or any other day or time when work is being performed on the Public Improvements. Developer shall also provide City with a telephone number, at which Developer, or its representative, shall be available twenty-four (24) hours a day in the event of an emergency.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

3.1 Landscaping and Existing Irrigation Systems. Developer shall plant and maintain parkway trees and landscaping as provided in Section 10-2.07 of the City Municipal Code, and as directed by the Public Facilities Department. The Developer shall also be responsible for the replacement, relocation or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system.

4.0 Construction Schedule. Unless extended pursuant to Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within twelve (12) months following approval of the final Map. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

4.1 Extensions. Time is of the essence with regard to this Agreement. The City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Requests for extension of time shall be in writing and shall be delivered to City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on City. It is understood that by providing the security required by this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer and waive any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates approved by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Property shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements including, without limitation, City's grading regulations, the National Pollutant Discharge Elimination Systems (NPDES), and stormwater regulations thereunder as administered by the State Water Resources Control Board and Regional Water Quality Control Boards. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in this Agreement. Developer further agrees that the indemnification as set forth in this Agreement shall extend to and include any and all grading contemplated by this Agreement, including but not limited to, any partial or rough grading work.

6.0 Encroachment Permit. Developer shall obtain any necessary encroachment permits from the office of the City Engineer prior to start of any work within the public rights-of-way, and the Developer shall conduct such work in full compliance with the regulations and other requirements contained therein. The Developer shall be responsible for the removal of all loose rock and other debris from the public rights-of-way resulting from work done on adjacent property

or within said rights-of-way. Work done within existing public rights-of-way shall be diligently pursued to completion with minimal obstruction or inconvenience to the public and pursuant to the terms of the encroachment permit and any applicable federal, state or local laws, rules or regulations. The City shall have the right to complete any and all work in the event of unjustified delay in completion, and to recover all costs and expenses incurred from the Developer or its surety by any lawful means. Non-compliance with the terms of the encroachment permit or any applicable federal, state or local laws, rules or regulations may result in the City's cessation of the work and assessment of any applicable penalties or other remedies. Prior to, and as a condition precedent to, the issuance of any required encroachment permit(s), Developer shall provide to the City evidence satisfactory to the City of: (1) the certificate(s), endorsement(s), or policy(ies) of insurance as required by this Agreement; and (2) any and all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work.

7.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground, unless otherwise approved by the City Council or the Planning Commission of the City, or by any other state or federal laws or regulations.

8.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the Public Improvements. These fees must be paid in full prior to approval of the final map and improvement plans. The fees referred to above are not necessarily the only City fees, charges, or other costs that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

9.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

10.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial

acceptance of the Public Improvements by City, the City Clerk shall file with the Recorder's Office of the County of San Bernardino, a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in City upon completion and acceptance in writing of such Public Improvements by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11.0 Default; Notice; Remedies.

11.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs and expenses.

11.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

11.3 Notice of Violation; Stop Work Order. If City determines that there is a violation of applicable federal, state or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, the City and/or City Engineer may issue a Notice

of Violation and Demand for Compliance and/or a Stop Work Order. The City may declare the Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation. Developer shall comply with the Notice of Violation and/or Stop Work Order and shall substantially commence the work required to remedy the default or violation with the time specified in the Notice of Violation. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City and/or City Engineer may provide the Notice of Violation verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof.

11.4 Other Remedies. No action by City pursuant to this Section of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

11.5 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.0 Security.

13.1 Prior to execution of this Agreement, Developer shall provide City with sufficient security in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, et seq. and the City's Municipal Code, and acceptable

to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement. Security shall be on forms approved by the City for the purposes and amounts as follows:

13.1.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City security in the amount of **Two Hundred and Sixty-Five Thousand, Two Hundred and Thirteen 17/100 Dollars ($265,213.17)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs (Bonds attached in Exhibit "C" and Engineering Cost Estimate attached in Exhibit "B"). The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined above), or any extension thereof as provided in this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

13.1.2 Labor & Material Bond. To secure payment to the contractor and subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City security in the amount of **Two Hundred and Sixty-Five Thousand, Two Hundred and Thirteen 17/100 Dollars ($265,213.17)**, which sum shall not be less than one hundred percent (100%) of the Estimated Costs (Bonds attached in Exhibit "C" and Engineering Cost Estimate attached in Exhibit "B").. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.1.3 Monument Security. To guarantee payment by the Developer to the engineer or surveyor whose certificate appears on the final map for the setting of all subdivision boundaries, lot corners and street centerline monuments, as well as the furnishing of all centerline tie notes to the City, prior to the City's execution of this Agreement, Developer shall deposit cash with the City in the amount of **One Thousand Dollars ($1,000)**. Said cash deposit may be released after receipt by the City of the centerline tie notes and written acknowledgment of payment in full from the engineer or surveyor.

13.1.4 Warranty Bond. To provide in the amount of ten percent (10%) of the Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

13.2 Bond/Surety Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of no less than A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

13.3 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

14.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

15.0 Indemnification. Developer shall defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement and shall not be restricted

to insurance proceeds, if any, received by City, its elected officials, officers, employees, agents, or volunteers.

16.0 Insurance.

16.1 Time for Compliance. Developer 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, Developer shall not allow any contractor to commence work on any contract until it has provided evidence satisfactory to the City that the contractor 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.

16.2 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 Developer, 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, Developer agrees to amend, supplement or endorse the policies to do so.

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

16.2.2 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 $2,000,000 combined limit for each occurrence.

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

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

16.3.1 Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Developer; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Developer 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.

16.3.2 Automobile Liability: (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.

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

16.4 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.

16.5 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 Developer or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Developer hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its contractors.

16.6 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.

16.7 Evidence of Insurance. The Developer, 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, Developer 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.

16.8 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.

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

16.10 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.

16.11 Additional Insurance Provisions

16.11.1 The foregoing requirements as to the types and limits of insurance coverage to be maintained by Developer, 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 Developer pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

16.11.2 If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Developer.

16.11.3 The City may require the Developer to provide complete copies of all insurance policies in effect for the duration of the Project.

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

16.11.5 The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Developer from liability in excess of such coverage, nor shall it limit the Developer'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.

16.11.6 Developer shall report to the City, in addition to Developer's insurer, any and all insurance claims submitted by Developer in connection with this Agreement.

17.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

18.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Property, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer, its contractors, or its subcontractors an agent, contractor or subcontractor of City.

19.0 General Provisions.

19.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

19.2 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.

19.3 Construction; References; Captions. It being agreed the Parties or their agents have participated 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 Developer include all personnel, employees, agents, and contractors and subcontractors of Developer, 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.

19.4 Notices. All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties at the addresses listed below, but each party may change the address by written notice in accordance with this Section. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

CITY:	**DEVELOPER:**
City of Ontario	Laurel East LLC
Engineering Department	300 Paseo Tesoro
303 East "B" Street	

Ontario, CA 91764	Walnut, CA 91789
Attn: City Engineer	Attn: Robert K. Vogel

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

19.6 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, either written or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

19.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by the Developer without the prior written consent of the City.

19.8 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution, or performance of the Public Improvements or this Agreement.

19.9 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements. The agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required Public Improvements to be constructed and their time frame for construction.

Following any permitted assignment, hypothecation, or transfer of the Public Improvements as set forth in this Section, City shall release Developer from its obligations so

assigned and shall release to Developer any bonds or other security posted to secure the Public Improvements so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the Public Improvements not assigned, hypothecated, or transferred.

19.10 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

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

19.12 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.

19.13 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of San Bernardino, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

19.14 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

19.15 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

19.15.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Public Improvements or work; or

19.15.2 The issuance of an order of possession by a court of competent jurisdiction pursuant to California's Eminent Domain Law. Developer shall comply in all respects with any such order of possession.

Nothing in this paragraph shall be construed as authorizing or granting an extension of time to Developer for completion of the Public Improvements.

19.16 Prevailing Wages. Developer has been alerted to the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

19.17 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

CITY OF ONTARIO

By:_____
Scott Ochoa, City Manager

ATTEST:

By:_____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By:_____
Best Best & Krieger, City Attorney

LAUREL EAST LLC

By:_____
Signature

_____
Print Name

_____
Title

By:_____
Signature

_____
Print Name

_____
Title

NOTE: DEVELOPER'S AND SURETY'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

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, _____, 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, _____, 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"

LEGAL DESCRIPTION OF PROPERTY

TRACT NO. 20534

IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA BEING A SUBDIVISION OF A PORTION OF BLOCK 21 OF MAP OF TOWN OF ONTARIO AS PER PLAT RECORDED IN BOOK 9 PAGE 43 OF MAPS, AND PER FINAL ORDER OF CONDEMNATION RECORDED IN BOOK 5187, PAGE 272 AND IN BOOK 5187, PAGE 275, BOTH OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

TRACT NO. 20534

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his/her order, to complete the following Public Improvements in accordance with the plans and specifications on file with City or with any changes required or ordered by the City Engineer which, in his/her opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

[ENGINEERING COST ESTIMATE ATTACHED BEHIND THIS PAGE]

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Project Cost Estimate
(EXISTING RW)

Date	1/29/2026
Project Number	21015-005
Plancheck Number	TM-20534 (E202400187)
Location	Laurel Ave. & D Street
Computed By	Land Design Consultants, Inc.
Contact Phone	626-578-7000 x 2111
Contact Email	shunter@ldcla.com

Attached Project Cost Estimate prepared by (or under the direction of)

Signature of Registered Civil Engineer

21649
RCE No.

9-30-2027
Exp. Date:

REGISTERED PROFESSIONAL ENGINEER
ROBERT R. SIMS
No. 21649
EXP. 9-30-27
CIVIL
STATE OF CALIFORNIA

Civil Engineer Stamp

Recommended by HARRIS
for APPROVAL by City
By: _____
02/05/2026

Approved By: _____
Date: _____

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Construction Cost in Public Right-Of-Way
For Encroachment Permit Fee Calculation

Date	1/29/2026
Project Number	21015-005
Plancheck Number	TM-20534 (E202400187)
Location	Laurel Ave. & D Street
Computed By	Land Design Consultants, Inc.
Contact Phone	626-578-7000 x 2111
Contact Email	shunter@ldcla.com

A.	STREET (Excludes Fiber Optic, Landscape, Utility Poles)	Sub-Total	**$ 64,152.21**
B.	POTABLE WATER	Sub-Total	**$ 55,459.83**
C.	RECYCLED WATER	Sub-Total	**$ -**
D.	SANITARY SEWER	Sub-Total	**$ 31,963.09**
E.	STORM DRAIN	Sub-Total	**$ -**
F.	FIBER OPTIC	Sub-Total	**$ -**

TOTAL ESTIMATED CONSTRUCTION COST (Excludes Landscape, Utility Poles)	**$ 151,575.13**
CONSTRUCTION INSPECTION FEE (Excludes Landscape, Utility Poles)	**$ 8,424.84** $164 Base Fee
SECURITY DEPOSIT Check box if posting Refundable Cash Deposit ☐ See Page 4 for posting of Security Bonds	**$ 151,575.13** $500 Min
PERMIT FEE	**$ 116.00**
TRAFFIC CONTROL PERMIT FEE	**$ 103.00**
ENCROACHMENT PERMIT FEE TOTAL	**$ 8,643.84**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Construction Cost in Public Right-Of-Way
For Plan Check Fee Calculation

Date	1/29/2026
Project Number	21015-005
Plancheck Number	TM-20534 (E202400187)
Location	Laurel Ave. & D Street
Computed By	Land Design Consultants, Inc.
Contact Phone	626-578-7000 x 2111
Contact Email	shunter@ldcla.com

A.	STREET (Excludes Fiber Optic, Landscape, Utility Poles)	Sub-Total	**$ 64,152.21**
B.	POTABLE WATER	Sub-Total	**$ 55,459.83**
C.	RECYCLED WATER	Sub-Total	**$ -**
D.	SANITARY SEWER	Sub-Total	**$ 31,963.09**
E.	STORM DRAIN	Sub-Total	**$ -**
F.	FIBER OPTIC	Sub-Total	**$ -**
G.	LANDSCAPE	Sub-Total	**$ -**
	TOTAL ESTIMATED CONSTRUCTION COST (Excludes Utility Poles)		**$ 151,575.13**
	PLAN CHECK FEE TOTAL		**$ 7,048.24**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Construction Cost in Public Right-Of-Way
For Security Bond Amount
(Subdivision Maps Only)

Date	1/29/2026
Project Number	21015-005
Plancheck Number	TM-20534 (E202400187)
Location	Laurel Ave. & D Street
Computed By	Land Design Consultants, Inc.
Contact Phone	626-578-7000 x 2111
Contact Email	shunter@ldcla.com

A.	STREET	Sub-Total	$ 177,790.26
B.	POTABLE WATER	Sub-Total	$ 55,459.83
C.	RECYCLED WATER	Sub-Total	$ -
D.	SANITARY SEWER	Sub-Total	$ 31,963.09
E.	STORM DRAIN	Sub-Total	$ -

TOTAL ESTIMATED CONSTRUCTION COST	$ 265,213.17
CONTINGENCY FOR UNSIGNED PLANS (10%)	$ 26,521.32
Check box if plans are unsigned ☐	
TOTAL SECURITY BOND AMOUNT	$ 265,213.17

SECURITY BOND AMOUNTS

Performance Bond (100% of Total Estimated Construction Cost)	$ 265,213.17
Labor and Material Bond (100% of Total Estimated Construction Cost)	$ 265,213.17
Maintenance Bond * (10% of Performance Bond)	$ 26,521.32
Monumentation Cash Deposit **	$ 1,000.00

No. of Monuments to set:

* To be provided prior to release of Performance Bond

** To be provided if monumentation is not complete by the time of Final Map approval

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Total Length of Utility Mains in Public Right-Of-Way
Provided to Fiscal Services Department

Date	1/29/2026
Project Number	21015-005
Plancheck Number	TM-20534 (E202400187)
Location	Laurel Ave. & D Street
Computed By	Land Design Consultants, Inc.
Contact Phone	626-578-7000 x 2111
Contact Email	shunter@ldcla.com

		Total Length (LF)
B.	POTABLE WATER MAIN	
C.	RECYCLED WATER MAIN	
D.	SANITARY SEWER MAIN	**150**
E.	STORM DRAIN MAIN	
F.	FIBER OPTIC CONDUIT	

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Street Improvements

Date	1/29/2026
Project Number	21015-005
Plancheck Number	TM-20534 (E202400187)
Location	Laurel Ave. & D Street
Computed By	Land Design Consultants, Inc.
Contact Phone	626-578-7000 x 2111
Contact Email	shunter@ldcla.com

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
ASPHALT CONCRETE (AC) ($0.39/IN/S.F. AC & $0.19/IN/S.F. CAB)				
AC BASE PAVE (MINIMUM 4") THICKNESS: 6"		S.F.	$ 2.34	$ -
CRUSHED AGREGGATE BASE THICKNESS: 8"		S.F.	$ 1.52	$ -
AC PAVEMENT	10.5	TON	$ 65.00	$ 682.50
AC BERM		L.F.	$ 13.00	$ -
2" GRIND		S.F.	$ 0.40	$ -
SAWCUT	720	L.F.	$ 3.50	$ 2,520.00
IMPORT FILL (INCLUDING COMPACTION)		C.Y.	$ 25.00	$ -
PREPARATION OF SUBGRADE		S.F.	$ 0.50	$ -
AC PAVEMENT REMOVAL	720	S.F.	$ 3.50	$ 2,520.00
SLURRY SEAL (RPM TYPE II)		S.F.	$ 0.17	$ -
TRENCH BACKFILL AND COMPACTION	110	S.F.	$ 3.50	$ 385.00
PORTLAND CEMENT CONCRETE (PCC)				
CURB & GUTTER	400	L.F.	$ 15.00	$ 6,000.00
CURB ONLY		L.F.	$ 12.00	$ -
CROSS GUTTER/SPANDREL	215	S.F.	$ 7.00	$ 1,505.00
SIDEWALK	3700	S.F.	$ 4.75	$ 17,575.00
WHEELCHAIR RAMP	1	EA.	$ 2,200.00	$ 2,200.00
TRAFFIC ISLAND		S.F.	$ 9.50	$ -
CONCRETE PAVEMENT (PCC - REINFORCED, UP TO 10" THICKNESS)		S.F.	$ 7.80	$ -
DRIVE APPROACHES				
RESIDENTIAL	130	S.F.	$ 6.50	$ 845.00
COMMERCIAL		S.F.	$ 8.50	$ -
REMOVAL				
REMOVAL OF CONCRETE		S.F.	$ 3.50	$ -
REMOVAL OF BERM, A.C. OR P.C.C.		L.F.	$ 6.50	$ -
ADJUSTMENT TO GRADE				
MANHOLE		EA.	$ 600.00	$ -
WATER VALVE		EA.	$ 325.00	$ -
CLEANOUT		EA.	$ 265.00	$ -
DRAINAGE				
PARKWAY DRAIN	1	EA.	$ 1,800.00	$ 1,800.00
SIGNS				

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Street Improvements

REFLECTOR SIGN AND POST		EA.	$ 175.00	$ -
STREET NAME SIGN		EA.	$ 475.00	$ -
TRAFFIC SIGN AND POST		EA.	$ 300.00	$ -
LIGHTING				
STREET LIGHT				
- 70, 100 WATT (INCLUDING CONDUIT & PULL BOXES)	3	EA.	$ 6,200.00	$ 18,600.00
- 150, 250 WATT (INCLUDING CONDUIT & PULL BOXES)		EA.	$ 6,500.00	$ -
STREET LIGHT SERVICE PEDESTAL		EA.	$ 4,100.00	$ -
STREET LIGHT SERVICE DUAL PEDESTAL		EA.	$ 5,900.00	$ -
STRIPING				
SIGNING & STRIPING LOCAL STREET		L.F.	$ 4.50	$ -
SIGNING & STRIPING COLLECTOR STREET		L.F.	$ 8.75	$ -
SIGNING & STRIPING ARTERIAL STREET		L.F.	$ 12.75	$ -
PAINTED LEGEND		EA.	$ 80.00	$ -
THERMOPLASTIC LEGEND		EA.	$ 165.00	$ -
TRAFFIC SIGNALS				$ -
NEW TRAFFIC SIGNAL		EA.	$ 355,600.00	$ -
MODIFY EXISTING SIGNAL (STREET WIDENING, PER CORNER)		EA.	$ 88,900.00	$ -
REMOVE EXISTING SIGNAL		EA.	$ 25,000.00	$ -
REPLACE/RESTORE T.S. DETECTION LOOP		EA.	$ 425.00	$ -
TRAFFIC SIGNAL INTERCONNECT CONDUIT		L.F.	$ 17.00	$ -
TRAFFIC SIGNAL INTERCONNECT CONDUIT & CABLE		L.F.	$ 20.00	$ -
ADD LEFT TURN PHASING		L.S.	$ 30,000.00	$ -
ADD LEFT TURN PHASING		L.S.	$ 30,000.00	$ -
LANDSCAPE				$ -
PARKWAY TREE WITH IRRIGATION	11	EA.	$ 525.00	$ 5,775.00
PARKWAY LANDSCAPING		S.F.	$ 6.00	$ -
(INCLUDING IRRIGATION FACILITIES)				$ -
NEIGHBORHOOD EDGE AND/OR MEDIAN LANDSCAPING		S.F.	$ 6.00	$ -
(INCLUDING IRRIGATION FACILITIES)				$ -
NEIGHBORHOOD EDGE AND/OR MEDIAN TREE		EA.	$ 525.00	$ -
(INCLUDING IRRIGATION FACILITIES)				$ -
UTILITY POLES				$ -
RELOCATION OF POLE		EA.	$ 18,000.00	$ -
UNDERGROUNDING OF POWER LINES	260	L.F.	$ 350.00	$ 91,000.00
UNDERGROUNDING OF COMMUNICATION LINES		L.F.	$ 90.00	$ -
				$ -
FIBER OPTIC				$ -
CONDUIT PLACEMENT TRENCH/BORE (INCLUDES HANDHOLES)		L.F.	$ 45.00	$ -
(ARTERIAL/COLLECTOR STREETS - MAIN BACKBONE)				$ -
IN-TRACT LOCAL STREETS				$ -
FIBER CONDUIT PLACEMENT		L.F.	$ 5.70	$ -
FIBER TRENCH		L.F.	$ 6.50	$ -
HANDHOLE - FLOWER POT (FP)		EA.	$ 125.00	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Street Improvements

HANDHOLE - HH-3		EA.	$ 250.00	$ -
HANDHOLE - HH-4		EA.	$ 375.00	$ -
				$ -
DRY UTILITY TRENCHING				$ -
BORE - AC PAVEMENT		L.F.	$ 20.00	$ -
BORE - PARKWAY		L.F.	$ 10.00	$ -
MICRO TRENCHING		L.F.	$ 8.15	$ -
DRY UTILITY TRENCH - AC PAVEMENT		L.F.	$ 56.00	$ -
DRY UTILITY TRENCH - PARKWAY		L.F.	$ 8.00	$ -
OTHER				
				$ -
				$ -
				$ -
				$ -
STREET IMPROVEMENTS SUB-TOTAL				**$ 151,407.50**
10% CONTINGENCY				$ 15,140.75
TRAFFIC CONTROL	1	L.S.	$ 4,580.08	$ 4,580.08
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ 6,661.93	$ 6,661.93
STREET IMPROVEMENTS TOTAL				**$ 177,790.26**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Potable Water Improvements

Date	1/29/2026
Project Number	21015-005
Plancheck Number	TM-20534 (E202400187)
Location	Laurel Ave. & D Street
Computed By	Land Design Consultants, Inc.
Contact Phone	626-578-7000 x 2111
Contact Email	shunter@ldcla.com

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
WATER / FIRE MAIN				
6" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 30.00	$ -
8" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 40.00	$ -
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 45.00	$ -
8" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 90.00	$ -
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 95.00	$ -
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 105.00	$ -
16" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 115.00	$ -
WATER SERVICE (EXCLUDES AC REMOVAL AND REPLACEMENT)				
1" WATER SERVICE WITH METER BOX		EA.	$ 1,000.00	$ -
2" WATER SERVICE WITH METER BOX	1	EA.	$ 2,200.00	$ 2,200.00
FIRE HYDRANT (EXCLUDES AC REMOVAL AND REPLACEMENT)				
BREAK-OFF TYPE FIRE HYDRANT (INC. CONNECTION)		EA.	$ 5,400.00	$ -
AIR RELEASE / BLOW-OFF				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
AIR RELEASE VALVE (INC. CONNECTION)		EA.	$ 4,600.00	$ -
BLOW-OFF VALVE (INC. CONNECTION)		EA.	$ 4,500.00	$ -
BACKFLOW ($1000/IN)				
RP 2" AND SMALLER	1	EA.	$ 3,000.00	$ 3,000.00
DDC ABOVE GROUND (UP TO 6" DIAMETER)	2	EA.	$ 7,000.00	$ 14,000.00
GATE VALVE				
6"	2	EA.	$ 550.00	$ 1,100.00
8"		EA.	$ 850.00	$ -
10"		EA.	$ 1,250.00	$ -
12"		EA.	$ 1,375.00	$ -
16"		EA.	$ 3,425.00	$ -
HOT TAP				
HOT TAP WITH VALVE	3	EA.	$ 1,750.00	$ 5,250.00
CONNECTION TO EXISTING 6" MAIN	2	EA.	$ 3,500.00	$ 7,000.00
CONNECTION TO EXISTING 8" MAIN		EA.	$ 3,750.00	$ -
CONNECTION TO EXISTING 12" MAIN		EA.	$ 4,100.00	$ -
INSTALL TEE	3	EA.	$ 300.00	$ 900.00

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Potable Water Improvements

REMOVE EXISTING BLIND FLANGE		EA.	$ 475.00	$ -
CONCRETE THRUST BLOCK	3	EA.	$ 585.00	$ 1,755.00
OTHER				
6" INC. EXC. BACKFILL & PVMT RESTORATION	85	LF	$85	$ 7,225.00
4" FULLY WELDED CML&C STEEL PIPE	8	LF	$100	$ 800.00
6" WATER SERVICE WITH 3" METER	1	EA.	$4,000	$ 4,000.00
				$ -
POTABLE WATER IMPROVEMENTS SUB-TOTAL				**$ 47,230.00**
10% CONTINGENCY				$ 4,723.00
TRAFFIC CONTROL	1	L.S.	$ 1,428.71	$ 1,428.71
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ 2,078.12	$ 2,078.12
POTABLE WATER IMPROVEMENTS TOTAL				**$ 55,459.83**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Recycled Water Improvements

Date	1/29/2026
Project Number	21015-005
Plancheck Number	TM-20534 (E202400187)
Location	Laurel Ave. & D Street
Computed By	Land Design Consultants, Inc.
Contact Phone	626-578-7000 x 2111
Contact Email	shunter@ldcla.com

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
WATER / FIRE MAIN				
6" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 30.00	$ -
8" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 40.00	$ -
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 45.00	$ -
8" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 90.00	$ -
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 95.00	$ -
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 105.00	$ -
16" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 115.00	$ -
WATER SERVICE (EXCLUDES AC REMOVAL AND REPLACEMENT)				
1" WATER SERVICE WITH METER BOX		EA.	$ 1,000.00	$ -
2" WATER SERVICE WITH METER BOX		EA.	$ 2,200.00	$ -
FIRE HYDRANT (EXCLUDES AC REMOVAL AND REPLACEMENT)				
BREAK-OFF TYPE FIRE HYDRANT (INC. CONNECTION)		EA.	$ 5,400.00	$ -
AIR RELEASE / BLOW-OFF				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
AIR RELEASE VALVE (INC. CONNECTION)		EA.	$ 4,600.00	$ -
BLOW-OFF VALVE (INC. CONNECTION)		EA.	$ 4,500.00	$ -
BACKFLOW ($1000/IN)				
RP 2" AND SMALLER		EA.	$ 3,000.00	$ -
DDC ABOVE GROUND (UP TO 6" DIAMETER)		EA.	$ 7,000.00	$ -
GATE VALVE				
6"		EA.	$ 550.00	$ -
8"		EA.	$ 850.00	$ -
10"		EA.	$ 1,250.00	$ -
12"		EA.	$ 1,375.00	$ -
16"		EA.	$ 3,425.00	$ -
HOT TAP				
HOT TAP WITH VALVE		EA.	$ 1,750.00	$ -
CONNECTION TO EXISTING 8" MAIN		EA.	$ 3,750.00	$ -
CONNECTION TO EXISTING 12" MAIN		EA.	$ 4,100.00	$ -
INSTALL TEE		EA.	$ 300.00	$ -
REMOVE EXISTING BLIND FLANGE		L.S.	$ 475.00	$ -

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Recycled Water Improvements

CONCRETE THRUST BLOCK		EA.	$ 585.00	$ -
OTHER				
				$ -
				$ -
				$ -
				$ -
RECYCLED WATER IMPROVEMENTS SUB-TOTAL				**$ -**
10% CONTINGENCY				$ -
TRAFFIC CONTROL	1	L.S.	$ -	$ -
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ -	$ -
RECYCLED WATER IMPROVEMENTS TOTAL				**$ -**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Sanitary Sewer Improvements

Date	1/29/2026
Project Number	21015-005
Plancheck Number	TM-20534 (E202400187)
Location	Laurel Ave. & D Street
Computed By	Land Design Consultants, Inc.
Contact Phone	626-578-7000 x 2111
Contact Email	shunter@ldcla.com

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
SEWER MAIN (VCP ONLY)				
8" & SMALLER IN EASEMENT AREA ONLY		L.F.	$ 40.00	$ -
(NOT IN PAVED STREET)				
10" IN EASEMENT AREA ONLY		L.F.	$ 60.00	$ -
(NOT IN PAVED STREET)				
12" & LARGER IN EASEMENT AREA ONLY		L.F.	$ 63.00	$ -
(NOT IN PAVED STREET)				
8" INC. EXC., BACKFILL & PVMT RESTORATION	150	L.F.	$ 70.00	$ 10,500.00
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 75.00	$ -
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 80.00	$ -
15" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 90.00	$ -
18" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 95.00	$ -
21" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 105.00	$ -
24" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 115.00	$ -
MANHOLE				
MANHOLE	3	EA.	$ 4,050.00	$ 12,150.00
DROP MANHOLE		EA.	$ 4,100.00	$ -
VAULT		EA.	$ 3,500.00	$ -
MONITORING FACILITY / NON TRAFFIC AREA		EA.	$ 1,750.00	$ -
MONITORING MANHOLE		EA.	$ 4,100.00	$ -
CLEANOUT		EA.	$ 1,750.00	$ -
REMOVE/ABANDON EXISTING MANHOLE		EA.	$ 1,200.00	$ -
REMOVE EXISTING SEWER				
UP TO 12" DIAMETER		L.F.	$ 55.00	$ -
GREATER THAN 12" DIAMETER		L.F.	$ 70.00	$ -
LATERAL				
4" HOUSE CONNECTION TO SEWER MAIN IN STREET		L.S.	$ 2,925.00	$ -
6" & SMALLER VCP SEWER LATERAL / EASEMENT	25	L.F.	$ 42.00	$ 1,050.00
6" & SMALLER VCP SEWER LATERAL / PAVED STREET	25	L.F.	$ 70.00	$ 1,750.00
SEWER CHIMNEY		EA.	$ 1,170.00	$ -
SEWER SADDLE	1	EA.	$ 1,170.00	$ 1,170.00
WYE 4" x 8" TYPICAL		EA.	$ 115.00	$ -
OIL/GREASE INTERCEPTOR NOT IN STREET		EA.	$ 1,750.00	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Sanitary Sewer Improvements

OTHER				
8" SEWER CONECT TO EXISTING MANHOLE	1	EA	$350	$ 350.00
REMOVE EXISTING CAP	1	EA	$250	$ 250.00
				$ -
				$ -
SANITARY SEWER IMPROVEMENTS SUB-TOTAL				**$27,220.00**
10% CONTINGENCY				$2,722.00
TRAFFIC CONTROL	1	L.S.	$ 823.41	$ 823.41
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ 1,197.68	$ 1,197.68
SANITARY SEWER IMPROVEMENTS TOTAL				**$31,963.09**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Storm Drain Improvements

Date	1/29/2026
Project Number	21015-005
Plancheck Number	TM-20534 (E202400187)
Location	Laurel Ave. & D Street
Computed By	Land Design Consultants, Inc.
Contact Phone	626-578-7000 x 2111
Contact Email	shunter@ldcla.com

CONSTRUCTION ITEM DESCRIPTION		QTY	UNIT	COST	TOTAL
RCP STORM DRAIN					
RCP SIZE X $3.25 / INCH OF I.D. UP TO 60" DIAMETER					
18"	INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 58.50	$ -
	INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ -	$ -
	INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ -	$ -
	INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ -	$ -
66"	INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 260.00	$ -
72"	INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 290.00	$ -
78"	INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 305.00	$ -
84"	INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 330.00	$ -
90"	INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 350.00	$ -
96"	INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 365.00	$ -
102"	INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 470.00	$ -
108"	INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 480.00	$ -
LATERAL					
18" RCP OR SMALLER			L.F.	$ 45.00	$ -
	INC. EXC., BACKFILL & PVMT RESTORATION				
MANHOLE			EA.	$ 4,500.00	$ -
CATCH BASIN					
CATCH BASIN LESS THAN 7' IN WIDE			L.F.	$ 409.50	$ -
7' WIDE - CB WITH SCREEN INLET			E.A.	$ 3,900.00	$ -
10' WIDE- CB WITH SCREEN INLET			E.A.	$ 4,200.00	$ -
14' WIDE - CB WITH SCREEN INLET			E.A.	$ 4,700.00	$ -
21' WIDE - CB WITH SCREEN INLET			E.A.	$ 4,900.00	$ -
LOCAL DEPRESSION FOR UP TO 10' WIDE CB			L.S.	$ 585.00	$ -
LOCAL DEPRESSION FOR > 10' WIDE CB			L.S.	$ 1,200.00	$ -
REINFORCED CONCRETE BOX					
	INC. EXC., BACKFILL & PVMT RESTORATION				
4' X 6' RCB			L.F.	$ 400.00	$ -
7' X 6' RCB			L.F.	$ 470.00	$ -
7' X 8.5' RCB			L.F.	$ 560.00	$ -
7' X 9.5' RCB			L.F.	$ 575.00	$ -
8' X 11' RCB			L.F.	$ 585.00	$ -
8' X 13' RCB			L.F.	$ 600.00	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Storm Drain Improvements

9' X 9' RCB		L.F.	$ 610.00	$ -
9' X 12' RCB		L.F.	$ 650.00	$ -
OUTLET STRUCTURE		EA.	$ 700.00	$ -
INLET STRUCTURE		EA.	$ 700.00	$ -
TRANSITION STRUCTURE		EA.	$ 1,700.00	$ -
OTHER				
				$ -
				$ -
				$ -
				$ -
STORM DRAIN IMPROVEMENTS SUB-TOTAL				**$ -**
10% CONTINGENCY				$ -
TRAFFIC CONTROL	1	L.S.	$ -	$ -
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ -	$ -
STORM DRAIN IMPROVEMENTS TOTAL				

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 20534

As evidence of understanding the provisions contained in this Agreement, and of Developer's intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

FAITHFUL PERFORMANCE BOND: Surety:_____ Attorney-in-fact:_____ Address:_____ _____ _____ _____	**$265,213.17**
PAYMENT BOND: Surety:_____ Attorney-in-fact:_____ Address:_____ _____ _____ _____	**$265,213.17**
GUARANTEE AND WARRANTY SECURITY BOND: To be posted upon completion of the Public Improvements by Developer and approval and acceptance by the City.	**$26,521.32**
CASH MONUMENT SECURITY: Amount deposited per Cash Receipt No. ____ _____ Date: _____	**$1,000**

[BONDS ATTACHED BEHIND THIS PAGE]

CITY OF ONTARIO

FAITHFUL PERFORMANCE BOND FOR
SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: TRACT MAP NO. 20534

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. _____ require that the City of Ontario, a municipal corporation of the State of California ("CITY"), by its City Council, and _____("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, the PRINCIPAL is required under the terms of the Agreement to furnish a bond, in a form and from a surety acceptable to the CITY, for the faithful performance of the Agreement.

NOW, THEREFORE, PRINCIPAL and _____ ("SURETY"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY in the sum of **TWO HUNDRED AND SIXTY-FIVE THOUSAND, TWO HUNDRED AND THIRTEEN 17/100 DOLLARS ($265,213.17)**, said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless CITY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499, *et seq.*, of the Government Code of California and the CITY's Municipal Code as security for performance of the Agreement and security for the one-year guarantee and warranty of the Public Improvements.

SURETY, by executing this bond, warrants and alleges that it has read the Agreement, or by signing this bond shall be deemed to have read the Agreement, and knows the contents and all provisions contained therein, and shall be bound by each and every term, condition, and provision contained therein.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on _____, 20___.

_____ Name of Surety	_____ Principal By:_____ Title: _____
_____ Mailing Address of Surety	and
_____ Telephone No. of Surety	By:_____ Title: _____
By: _____ Attorney in Fact	

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

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, _____, 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, _____, 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)

CITY OF ONTARIO

LABOR & MATERIAL BOND FOR
SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: TRACT MAP NO. 20534

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. _____ require that the City of Ontario, a municipal corporation of the State of California ("CITY"), by its City Council, and _____("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, under the terms of the Agreement, PRINCIPAL is required before entering upon the performance of the work, to file a good and sufficient payment bond with the CITY to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, PRINCIPAL and _____ ("SURETY"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the PRINCIPAL, the sum of **TWO HUNDRED AND SIXTY-FIVE THOUSAND, TWO HUNDRED AND THIRTEEN 17/100 DOLLARS, ($265,213.17)**, said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the PRINCIPAL, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said SURETY will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's

fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499, et seq., of the California Government Code and the City's Municipal Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on _____, 20___.

_____ Name of Surety	_____ Principal By:_____ Title: _____
_____ Mailing Address of Surety	and
_____ Telephone No. of Surety	By:_____ Title: _____
By: _____ Attorney in Fact	

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

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, _____, 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.

[SEAL]

Signature_____

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, _____, 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)

CITY OF ONTARIO

SUBDIVISION MAINTENANCE BOND
GUARANTEE AND WARRANTY SECURITY

PROJECT: TRACT MAP NO. 20534

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. _____ require that the City Council of the City of Ontario, State of California, and _____ ("PRINCIPAL") enter into an agreement by which PRINCIPAL agrees to install and complete certain designated public improvements and to guarantee and warrant the work for a period of one year following its completion and acceptance ("Agreement"); and

WHEREAS, PRINCIPAL is required under the terms of the Agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the Agreement.

NOW, THEREFORE, we, PRINCIPAL and _____ a _____, admitted and duly authorized to transact business under the laws of the State of California as surety ("SURETY"), are held and firmly bound unto the City of Ontario as obligee ("CITY"), in the penal sum of _____ ($_____) dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the said agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The surety waives all rights of subrogation against CITY or any person employed by CITY.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on _____, 20___.

_____ Name of Surety	_____ Principal
	By:_____ Title: _____
_____ Mailing Address of Surety	and
_____ Telephone No. of Surety	By:_____ Title: _____
By: _____ Attorney in Fact	

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

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, _____, 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, _____, 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)

CITY OF ONTARIO *Agenda Report* **September 15, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Frederick Addison Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Rene Guerrero, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: **AN AMENDMENT TO THE COMMON USE AGREEMENT WITH THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to approve an amendment to the Common Use Agreement (on file with Records Management) between the City of Ontario and the San Bernardino County Flood Control District for the operation and maintenance of storm drain facilities extending from the Grove Basin to Edison Avenue; and authorize the City Manager, or his designee, to execute the agreement and any future amendments to the Agreement.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: The City of Ontario has been operating and maintaining all the noted locations in compliance with permits issued by the San Bernardino County Flood Control District. No additional appropriations are required.

BACKGROUND & ANALYSIS: The City of Ontario and the San Bernardino County Flood Control District (County FCD) entered into Common Use Agreement No. 12-594 for the Riverside Drive Storm Drain Improvements on August 12, 2012. Since then, the County FCD plans to expand the storm drain system by extending the Grove Basin Outlet Storm Drain to Edison Ave (See Exhibit A), both parties desire to amend the agreement to incorporate the proposed storm drain extension and update the limits of operation and maintenance accordingly. All other terms and conditions of the original agreement shall remain unchanged.

EXHIBIT A

Legend

Grove Strom Drain

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N.T.S

CITY OF ONTARIO *Agenda Report* **September 15, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Henry D Pham Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Rene Guerrero, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 10

SUBJECT: **AN IMPLEMENTATION AGREEMENT FOR THE NPDES PERMIT WITH SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT AND OTHER CO-PERMITTEES**

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute the new National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Implementation Agreement between the City of Ontario, the San Bernardino County Flood Control District, and all 16 co-permittee agencies; and authorize the City Manager, or his designee, to execute said agreement and all future amendments up to the City Council authorized budget amount.

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

FISCAL IMPACT: The new Implementation Agreement maintains the City of Ontario's current 9% share. The Fiscal Year 2026-27 Adopted Budget includes appropriations in the Storm Drain Maintenance Fund for the permit costs. Future appropriations will be included in subsequent years' budgets to the City Council consistent with the budget adoption process.

BACKGROUND & ANALYSIS: The City of Ontario, the San Bernardino County Flood Control District, and 16 other agencies are co-permittees under the NPDES Permit, also known as the Municipal Separate Storm Sewer System (MS4) Permit. The original Implementation Agreement was executed in 1992 to satisfy permit requirements. The Implementation Agreement established the respective responsibilities of the co-permittees and defined the cost-sharing formula used to allocate program costs among the participating agencies.

In 2010, the Implementation Agreement was amended to address ambiguities in the original cost-sharing formula that prevented the County from accurately calculating annual land use conditions as required by the agreement. The revised formula established a more equitable method for determining each co-permittee's cost share by balancing population, land area, and equal participation. This approach resulted in a fairer allocation of program costs among jurisdictions of varying sizes.

The proposed Implementation Agreement includes a modification to eliminate the application of County overhead charges for County staff time associated with Area-Wide Program activities. In addition, the new agreement incorporates the following administrative revisions:

- Modifies meeting requirements to align with the MS4 Permit, while requiring meetings at least quarterly.
- Revises the agreement term so that it remains in effect until superseded by a new agreement or until a party provides one year's written notice of its intent to withdraw.
- Establishes a deadline for co-permittees to submit their annual cost-share contributions to ensure timely funding of Area-Wide Program activities.
- Removes obsolete provisions related to grants received under the American Recovery and Reinvestment Act.

These revisions are intended to streamline administration of the agreement, improve operational efficiency, reduce program costs, and ensure consistency with current regulatory requirements. The existing cost-sharing formula and the methodology used to calculate each co-permittee's share of program costs will remain unchanged.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORMWATER PERMIT IMPLEMENTATION AGREEMENT SANTA ANA REGION

This AGREEMENT entered into as of this [DATE] by San Bernardino County, (herein called the COUNTY), the San Bernardino County Flood Control District (herein called the DISTRICT), and the Cities of Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa (herein called the CITIES) establishes the responsibilities of each party with respect to compliance with National Pollutant Discharge Elimination System (NPDES) Stormwater regulations administered by the California Regional Water Quality Control Board, Santa Ana Region (SARWQCB) by the authority granted by the federal Clean Water Act (CWA) and its 1987 amendments and the Water Quality Act (WQA).

RECITALS

WHEREAS, Congress in 1987 amended Section 402 of the Federal Clean Water Act (33 U.S.C.A. 1342 (p)) to require the federal Environmental Protection Agency (EPA) to promulgate regulations for applications for permits for stormwater discharges; and

WHEREAS, these permit regulations require the control of pollutants from stormwater discharges by requiring a National Pollutant Discharge Elimination System (NPDES) Permit for the discharge of stormwaters into waters of the United States; and

WHEREAS, these EPA regulations require NPDES permits for discharges from municipal separate storm sewer systems (MS4 Permit) on a system-wide or jurisdiction-wide basis; and

WHEREAS, the State Legislature, in enacting the San Bernardino County Flood Control Act, created the San Bernardino County Flood Control District to provide for the control of flood and storm waters; and

WHEREAS, the Powers granted to the DISTRICT by the San Bernardino County Flood Control Act include carrying on technical and other investigations, examinations, or tests of all kinds, making measurements, collecting data, and making analyses, studies, and inspections pertaining to water supply, control of floods, use of water, water quality, nuisance, pollution, waste, and contamination of water both within and without the DISTRICT; and

WHEREAS, the CITIES, the COUNTY, and the DISTRICT desire to develop and implement an integrated stormwater discharge management program with the objective of improving water quality in the Santa Ana Watershed portion of San Bernardino County; and

WHEREAS, the California State Water Resources Control Board (SWRCB) as designee of the EPA has delegated authority to the Regional Water Quality Control Board – Santa Ana Region (SARWQCB) for administration of the MS4 Permit program and issuance of MS4 Permits within the boundaries of their Region; and

WHEREAS, the DISTRICT, COUNTY, and CITIES have been designated as joint permittees (Permittees) by the SARWQCB for the MS4 Permit issued to the County of San Bernardino; and

WHEREAS, the DISTRICT has been designated as the Principal Permittee in the MS4 Permit; and

WHEREAS, the COUNTY and the CITIES have been designated as the Co-permittees in the MS4 Permit; and

WHEREAS, cooperation between the CITIES, the COUNTY, and the DISTRICT to jointly file an application for the MS4 Permit is in the best interest of the CITIES, the COUNTY, and the DISTRICT; and

WHEREAS, the Permittees shall establish and maintain a Management Committee to coordinate compliance with MS4 Permit requirements and implement a Stormwater Management Program across all jurisdictions covered by this MS4 Permit; and

NOW THEREFORE, the parties hereto do mutually agree as follows:

I. Filing Status. The COUNTY, DISTRICT, and CITIES will jointly file (unless directed to proceed separately by the SARWQCB) the application for an area-wide storm water permit. The COUNTY, the DISTRICT, and each individual CITY will be a Permittee.

II. Management Committee. The DISTRICT, as Principal Permittee, and COUNTY and CITIES, as Co-permittees, shall support and facilitate compliance with area-wide MS4 Permit requirements and implementation of the Stormwater Management Program through the workings of the Management Committee. The responsibilities and structure of this committee shall include:

A. The purpose of the Management Committee shall be to develop policies, (including goals, needs, and priorities) budgets, and implementation strategies and plans for the area-wide Stormwater Management Program to ensure compliance with the MS4 Permit. The Management Committee shall evaluate implementation options and strategies and recommend implementation actions to the DISTRICT.

B. Each Permittee shall designate in writing at least one authorized representative and one alternate to participate on the Management Committee. Management Committee designees and alternates shall be authorized by their respective city council or governing board to cast votes on behalf of their jurisdiction to determine Stormwater Management Program budgets and all other program elements required to implement the areawide Municipal Stormwater Management Plan (MSWMP).

C. The Principal Permittee shall serve as the chairperson of the Management Committee.

D. The Management Committee shall meet at the frequency required by the MS4 Permit or on a quarterly basis.

E. Ten (10) authorized representatives present in person at a scheduled meeting constitute a quorum for the transaction of business of the Management Committee. If a quorum is not present at a scheduled Management Committee meeting, less than a quorum may adjourn the meeting. For all Management Committee actions other than approval of the budget as set forth in Section VII.C.1. of this AGREEMENT, a majority vote of the quorum shall decide any question brought before the Management Committee for decision.

F. The Management Committee shall support Stormwater Management Program implementation by providing guidance to the Principal Permittee with respect to stormwater program administration and approving elements of the area-wide MSWMP.

G. The Management Committee may establish subcommittees to support the work of the Management Committee. Subcommittees shall include interested members of the Management Committee, and/or other Permittee staff with necessary expertise. Subcommittees may develop recommendations for Management Committee consideration. Such recommendations require majority approval by members of the subcommittee on a one vote per Permittee basis.

H. Approval of Management Committee decisions will require a majority vote of the authorized representatives or alternates in attendance, on a one vote per Permittee basis. In the event that the Management Committee does not approve a subcommittee recommendation, the item will be directed back to the subcommittee for reconsideration.

I. All parties to this AGREEMENT achieve cost savings by working collectively to implement the areawide stormwater program. To maximize these cost savings, the Permittees agree that:

1. Each authorized representative shall actively participate in Management Committee meetings;

2. Each Permittee shall actively participate in at least one subcommittee, either through the authorized representative or other authorized designee**.** Participation will be defined as attendance at fifty percent (50%) or more of subcommittee meetings held in a given fiscal year.

III. Principal Permittee Responsibilities.

The DISTRICT, acting through its Board of Supervisors, is the Stormwater Program Administrator for purposes of this AGREEMENT. The DISTRICT shall have administrative responsibilities and shall be reimbursed for its time expended on behalf of the Stormwater Program. These rates include actual hourly rate including fringe benefits plus any other direct cost(s). Materials are to be reimbursed at direct cost.

The DISTRICT, while acting as administrator, will strive to implement the policies, budget, and required program elements according to the recommendations of the Management Committee. In turn, the Management Committee will work in good faith with the DISTRICT to make reasonable policy, budget and required program element recommendations to the DISTRICT. The Parties recognize and acknowledge, however, that the DISTRICT, as governed by the San Bernardino County Flood Control District Board of Supervisors, retains final authority regarding the nature and manner in which the recommendations of the Management Committee shall be executed.

In the event that the DISTRICT proposes to implement an approach different than the one recommended by the Management Committee, the DISTRICT's proposed alternative action shall be communicated to the Management Committee at the next available meeting of the Management Committee. If the Management Committee approves the alternative action, then the cost sharing provisions of this AGREEMENT shall govern the allocation of any costs associated with that alternative action. If, in good faith, the Management Committee does not approve the alternative action, the DISTRICT may implement the alternative action, but the DISTRICT shall be solely responsible for paying the increased costs, if any, resulting from the alternative action. This increased cost shall be measured by the difference between the cost of the alternative action and the estimated cost of the action as reasonably recommended by the Management Committee.

If the DISTRICT'S proposed alternative implementation action involves an increase in program costs, that alternative implementation action shall not be adopted until such time as each authorized representative of the Management Committee has had 45 days to relay that alternative implementation action to its various governing bodies for approval. CITIES and COUNTY shall have no responsibility for the incremental increase in cost associated with an alternative action that is not approved by the Management Committee after 45 days has passed with the governing bodies failing to approve the alternative implementation action.

The DISTRICT will act as the contracting party, on behalf of the Co-permittees for Stormwater Management Program contracts and agreements with all consultants, contractors, vendors or other entities as recommended by the Management Committee.

The DISTRICT, if recommended by the Management Committee, may act on behalf of the Co-permittees as applicant in preparing and submitting grant proposals, and may act as administrator for any awarded grant funds.

The DISTRICT, if recommended by the Management Committee, will act on behalf of the Stormwater Program as the contracting party and signatory in joint agreements with other municipal stormwater programs and stakeholders for regional benefits and cooperation.

As the Principal Permittee under the MS4 Permit, the DISTRICT shall coordinate all area-wide MS4 Permit activities and manage the Stormwater Management Program by:

A. Conducting chemical, biological and bacteriological water quality monitoring on behalf of the areawide program as required by the MS4 Permit.

B. Implementing management programs, monitoring programs, and related plans as required by the MS4 Permit.

C. Preparing and submitting to the Executive Officer (SARWQCB) unified reports, plans, and programs necessary to comply with the MS4 Permit.

D. Coordinating and conducting Management Committee meetings as specified in the MSWMP.

E. Taking the lead role in initiating and developing area-wide programs and activities necessary to comply with the MS4 Permit.

F. Participating, as needed, in any subcommittees formed to facilitate MS4 Permit requirements.

G. Providing technical and administrative support and inform the Co-permittees of the progress of other pertinent municipal programs, pilot projects, research studies, and other information to facilitate implementation of Co-permittees' stormwater program.

H. Coordinating the implementation of area-wide Stormwater Management Program activities such as a monitoring program, public education, and pollution prevention.

I. Gathering and disseminating information on the progress of statewide municipal stormwater programs and evaluate the information for potential use in the execution of the MS4 Permit.

J. Monitoring the implementation of the plans and programs required by the MS4 Permit and determine their effectiveness in attaining water quality standards.

K. Coordinating with SARWQCB activities pertaining to implementation of the MS4 Permit, including the submittal of all required reports, plans, and programs.

L. Soliciting and coordinating public input for any major proposed stormwater management programs and implementation plans.

M. Developing and implementing mechanisms, performance standards, etc., to promote consistent implementation of Best Management Practices among the Permittees.

N. Cooperating in watershed management programs and regional and/or statewide monitoring programs.

IV. Co-permittee Responsibilities. The Co-permittees shall support the Principal Permittee by:

A. Preparing and submitting to the Principal Permittee in a timely manner all required information necessary to comply with permit reporting requirements. Timely completion of Permittee annual report information is considered meeting the deadline if received on or before September 15th of each reporting year.

B. Notifying the Principal Permittee immediately, in writing, of any changes to the designated representative to the Management Committee.

C. Reviewing and commenting on all plans, strategies, management programs, and monitoring programs, as developed by the Principal Permittee or a subcommittee of the Management Committee.

D. Conducting and/or coordinating with the Principal Permittee on any surveys or characterizations needed to identify pollutant sources from specific drainage areas.

V. Compliance Responsibilities. The DISTRICT, COUNTY and CITIES are individually responsible for implementing all MS4 Permit requirements within their respective jurisdictions. The Management Committee does not assume any responsibility for implementing the Stormwater Management Programs for the Principal Permittee or any other Permittee or for ensuring that the Principal Permittee or the Co-permittees implement programs consistent with the recommendations of the Management Committee.

VI. Indemnification and Insurance. Each party shall indemnify, defend, and hold harmless the other parties to this AGREEMENT from and against any and all liability and expense arising from any act or omission of the indemnifying party, its authorized officers, employees, agents, and volunteers in connection with the performance of this AGREEMENT, including, but not limited to reasonable defense costs, reasonable legal fees, claims, actions, damages, liability, and causes of action for damages of any nature whatsoever; provided, however, that no party shall indemnify another party for that party's own negligence or willful misconduct.

In the event a party, or parties, to this AGREEMENT is/are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this AGREEMENT, the party, or parties shall indemnify the other party/parties to the extent of its/their comparative fault. Furthermore, if a party attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the parties agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

The parties to this AGREEMENT are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrant that through their programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of their performance under this AGREEMENT.

VII. Program Costs. The responsibilities for payment of all shared costs of equipment, services, contracted analytical services, and the cost of implementing the MS4 Permit, shall be distributed among the DISTRICT, COUNTY, and CITIES as follows:

A. The DISTRICT shall contribute 5% of the annual Program Costs; the other Permittees shall be responsible for the remaining 95% of the Program Costs.

B. The annual budget shall separate program costs into four Program Areas:

1. *Monitoring*, which shall include any water quality and hydrographic monitoring and laboratory analyses.

2. *Public Education*, which shall include all public outreach programs.

3. *Program Management & Regulatory Activities*, which includes administrative, reporting and regulatory activities.

4. *Training*, which addresses any training conducted to implement the stormwater management program.

C. The Principal Permittee shall prepare and implement an annual operating budget with the participation of the Permittees. The budget year shall coincide with the fiscal year of the DISTRICT, July 1 – June 30.

1. The Principal Permittee will forward the annual operating budget for the forthcoming year to the Co-permittees for review and approval. The review period shall be from the first business day of November to the first business day of December of each year. During the review period, the Co-permittees may provide written comments on the budget to the Principal Permittee. The Fiscal

Subcommittee will review the comments on the budget and endorse a draft budget for Management Committee approval. The Management Committee will consider the draft budget for approval at the January meeting. An affirmative response from a majority of the total number of authorized representatives or authorized alternates is required for approval.

D. For Fiscal Year 2025/26, the Permittees cost share shall be as follows:

PERMITTEE	PERCENTAGE SHARE
Big Bear Lake	1.63
Chino	4.93
Chino Hills	5.22
Colton	3.43
Fontana	9.49
Grand Terrace	1.66
Highland	3.62
Loma Linda	2.31
Montclair	2.43
Ontario	9.00
Rancho Cucamonga	8.35
Redlands	5.12
Rialto	5.33
San Bernardino	10.60
Upland	4.14
Yucaipa	4.19
County	13.54
District	5.00
TOTAL	100

E. For Fiscal Year 2026/27, and all subsequent fiscal years the Permittees cost share shall be determined annually according to the methodology provided in Appendix A.

F. For Fiscal Year 2026/27, and all subsequent fiscal years, the Permittees annual cost share shall be calculated by November 1 of each year and shall be included in the annual budget proposal.

G. The DISTRICT shall invoice each CITY and the COUNTY for its annual deposit after July 1, the start of the fiscal year. Each CITY and the COUNTY shall pay the deposit within 60 days of the date of the invoice. Each CITY's and the COUNTY's deposit shall be based on their prorated share of the approved annual budget, reduced for any surplus identified in the prior fiscal year-end accounting.

H. The DISTRICT shall make reasonable efforts to inform the Management Committee during the fiscal year of potential exceedances of the approved budget that may require the Parties to increase the deposits. If at any time during a fiscal year the program costs exceed the sum of the deposits, the DISTRICT shall submit invoices to the CITIES and the COUNTY to recover the deficit. The share for each CITY and the COUNTY shall be prorated according to the formula above (see Paragraphs D and E of this Section). Each CITY and COUNTY shall pay the invoice within 60 days of the billing date.

I. The DISTRICT shall prepare a fiscal year end accounting at the end of each fiscal year and distribute copies to the Permittees for their review by October 31 of that year. Permittees shall have 30 calendar days from the date of their receipt of the fiscal year end accounting to dispute in writing or concur with the findings. If the fiscal year end accounting results in costs exceeding the sum of the deposits (including interest earnings), the DISTRICT shall invoice each CITY and the COUNTY for its prorated share of the excess cost. Each CITY and the COUNTY shall pay the billing within 60 days of the date of the invoice. If the fiscal year end accounting results in the sum of the deposits (including interest earnings) exceeding costs, the excess deposits will carry forward to reduce the billings for the following year.

J. Upon termination of the program, a final accounting shall be performed by the DISTRICT. If costs exceed the sum of the deposits (including interest earnings), the DISTRICT shall invoice each CITY and the COUNTY for its prorated share of the excess. Each CITY and the COUNTY shall pay the invoice within 60 days of the date of the invoice. If the sum of the deposits (including interest earnings) exceeds the costs, the DISTRICT shall reimburse to each CITY and the COUNTY its prorated share of the excess (including any interest earnings remaining), within 30 days of the final accounting.

K. Each CITY and the COUNTY shall bear the financial responsibility for implementing the program within its jurisdictional boundaries, including any applicable MS4 permit fees, as outlined in Section V.

L. The annual administrative costs (includes actual hourly rate including fringe benefits plus any other direct cost) incurred by the DISTRICT shall be included in the budget for the Areawide Program Costs and paid according to this Section, Section III and Appendix A.

M. The financial responsibility for this AGREEMENT will be effective on the date this AGREEMENT takes effect.

VIII. Term of the AGREEMENT. The term of the AGREEMENT coincides with the current MS4 Permit (Order No. R8-2010-0036) and subsequent MS4 Permits that list the DISTRICT, COUNTY, and the CITIES as Permittees. This AGREEMENT shall take effect on the date it is approved by all parties. This AGREEMENT shall terminate upon the effective date of a new implementation agreement approved by all parties which will supersede this AGREEMENT.

IX. Additional Parties. Any city or other entity which wishes to be a Permittee on the San Bernardino County MS4 Permit that was issued by SARWQCB shall agree to the provisions in this funding agreement and shall sign this AGREEMENT prior to being included in the permit. The date of initiation, for determining participant costs for any new Permittee shall be the date of inclusion in the San Bernardino County MS4 Permit issued by SARWQCB. The cost for adding any additional Permittee to the program, including additional permit and processing fees, shall be paid by the added Permittee. Monies, if any, to be reimbursed to the existing Permittees shall be credited to their respective annual program operating fees for the following budget year.

X. Withdrawal from the AGREEMENT. A Permittee may withdraw from this AGREEMENT at the end of any fiscal year with written notice being received by the DISTRICT 1 year prior to the end of the fiscal year. A withdrawing Permittee will not be allowed refunds for tasks, projects or studies already underway in which funds have been obligated for the fiscal year.

The withdrawing Permittee shall be responsible for all assessed penalties as a consequence of withdrawal. The cost allocations to the remaining members will be calculated in the following budget year.

XI. Breach. Failure to comply with the terms of this AGREEMENT is a breach of the agreement. If a breach is not cured within ninety (90) days after receiving a notice to cure the breach by a permittee, permittee in breach may be terminated from this AGREEMENT by a majority vote of the Management Committee.

XII. Non-compliance with MS4 Permit Requirements. Any Permittee found in non-compliance with the conditions of the MS4 Permit within their jurisdictional responsibilities shall be solely liable for any assessed penalties, pursuant to Section 13385 of the Water Code. Penalties that apply to all the Permittees shall be assessed according to the formula in Appendix A.

XIII. Legal Action/Costs/Attorney Fees. Where any legal action is necessary to declare any party's rights hereunder or enforce any provision hereof for any damages by reason of an alleged breach of any provisions of this AGREEMENT, each party shall bear its own attorney's fees and costs incurred in conjunction with such legal action regardless of who is found to be the prevailing party. This section shall not apply to those costs and attorney's fees arising from any third party legal action against a party hereto and payable under Section VI, Indemnification and Insurance.

XIV. Amendments to the AGREEMENT. This AGREEMENT may be amended by consent of a three-quarters majority of the Permittees (rounded to the nearest whole number). Amendments to this AGREEMENT may be adopted and executed concurrently, and shall become effective upon its execution by a majority of the Permittees as defined above.

XV. Authorized Signatories: Each Permittee will determine who will be the authorized signatory. This person shall be authorized to execute the application(s) for MS4 Permit(s) and take all other procedural steps necessary to file the application(s) for MS4 Permits.

XVI. Notices. All notices shall be deemed duly given if delivered by hand; or five (5) working days after deposit in the U.S. Mail, certified mail, return receipt requested.

XVII. Governing Law. This AGREEMENT will be governed and construed in accordance with laws of the State of California. If any provision or provisions of this AGREEMENT shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired hereby. Any legal action which arises out of or is in any way related to this AGREEMENT shall be brought in the Superior Court of the San Bernardino County.

XVIII. Consent to Breach not Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by any Permittee to have waived or consented. Any consent by any Permittee to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

XIX. Reserved.

XX. Applicability of Prior Agreements. This document constitutes the entire AGREEMENT between the Permittees with respect to the subject matter; all prior agreements, representation, statements, negotiations, and undertakings are superseded hereby and shall be deemed terminated upon the effective date of this AGREEMENT.

XXI. Execution of the AGREEMENT. This AGREEMENT may be executed in counterpart and the signed counterparts shall constitute a single instrument.

XXII. No Separate Entity. This AGREEMENT established a framework for PERMITTEE cooperation on storm water issues. Nothing in this AGREEMENT shall be construed to create an entity separate from the local agencies that join in this cooperative effort.

IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first above written.

PLEASE INSERT YOUR AGENCY'S STANDARD SIGNATURE PAGE.

APPENDIX A

A. The DISTRICT shall pay five percent (5%) of the total annual cost, and the COUNTY and the remaining Co-permittees, collectively, shall pay the remaining ninety-five percent (95%) of the total annual cost pursuant to the formula set forth in Paragraph C, below.

B. The Permittees total annual cost share is the sum of the individual cost-shares calculated for each Program Cost Area.

C. The Permittees annual cost share for each Program Cost Area (PCA_i) shall be calculated using three cost factors:

1. *Base*, which represents the percentage of the program costs equally applied to all Permittees. The base (B) fraction is calculated as follows:

   $B = 1/N$, where N = number of Permittees

2. *Relative Population*, which represents the percentage of the program costs based on the relative population of each Permittee. Relative population (RP) of each Permittee shall be calculated annually from annual population estimates issued by the California Department of Finance (E-1 Table).

   $RP_i = (P_i/P_{total})$, where

   RP_i = relative population of Permittee (i)
   P_i = population of Permittee (i)
   P_{total} = total population for area covered by the area-wide permit

3. *Relative Land Area*, which represents the percentage of the program costs based on the relative land area of each Permittee. Relative Land Area (RLA) shall be calculated as follows:

   a. The calculation of relative land area within each Permittee's jurisdiction shall exclude land under tribal, state or federal jurisdiction, or any land excluded by the State Water Resources Control Board. Any Permittee seeking to exclude lands under this Section shall specifically request that exclusion from the Principal Permittee by providing the request in writing along with necessary documentation no later than October 1 to be considered for inclusion in the next year's annual budget. The requesting Permittee has the burden of proving entitlement to any exemption so requested.

   b. The method for calculating relative land area shall be determined from the Assessor's Parcel data provided by the COUNTY Information Services Department.

$RLA_i = (L_i/L_{total})$, where
RLA_i =relative land area of Co-permittee (i)
L_i = land area of Co-permittee (i), less excluded lands
L_{total} = total land area under permit jurisdiction

D. The Permittee's cost share for each individual Program Cost Area is based on the relative importance of the cost factors to the Program Cost Area. The cost share calculation for each Program Cost Area is as follows:

$$PCA_i = [(B * X_i * AB_i) + (RP_i * Y_i * AB_i) + (RLA_i * Z_i * AB_i)]$$

Where,

PCA_i = Permittee's cost share for PCA_i
AB_i = Annual budget for PCA_i

B = Base fraction for each Permittee
X_i = Percentage apportioned to the base for PCA_i

RP_i = Relative population of Permittee($_i$)
Y_i = Percentage apportioned to relative population for PCA_i

RLA_i = Relative land area of the Permittee($_i$)
Z_i = Percentage apportioned to relative land are for PCA_i

E. The Permittee's total annual cost share shall be calculated by summing the cost shares calculated for each individual Program Cost Area:

Permittee's annual cost share = $PCA_1 + PCA_2 + PCA_3 + PCA_4$

Table 1. Budget Year [DATE]

Program Cost Areas (PCA_i)	**Percent of the Program Cost Area Apportioned to each Cost Factor**		
	Base (X_i)	**Relative Populatio n (Y_i)**	**Relative Land Area (Z_i)**
Monitoring (PCA_1)	10%	30%	60%
Public Education (PCA_2)	10%	80%	10%
Program Management & Regulatory Activities (PCA_3)	30%	50%	20%
Training (PCA_4)	30%	60%	10%

IN WITNESS WHEREOF, the AGREEMENT has been executed this 15th day and of September 2026.

CITY OF ONTARIO

_____
Scott Ochoa, City Manager

Dated: _____

APPROVED AS TO LEGAL FORM

By: _____
Sheila Mautz
City Clerk

By: _____
Best Best & Krieger LLP
City Attorney

Date: _____

CITY OF ONTARIO *Agenda Report* **September 15, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Daniel P Beers Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Rene Guerrero, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: **AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES WITH POPULOUS, INC. FOR THE ONTARIO PROFESSIONAL BASEBALL STADIUM AND PARKING STRUCTURE PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 3 to the Design Services Agreement with Populous, Inc., of Los Angeles, California, to provide additional design and engineering services for the Ontario Professional Baseball Stadium Project in the amount of $33,795 for a total not-to-exceed contract amount of $13,848,605, and extend the Agreement to May 1, 2027; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, and filing a notice of completion at the conclusion of all construction-related activities.

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 proposed Amendment No. 3 to the Design Services Agreement with Populous, Inc. is for additional design and engineering services in the amount of $33,795 for a total not-to-exceed contract amount of $13,848,605. If approved, additional budget will be considered at a Quarterly Budget Update to Council for approval in the Capital Projects – Measure Q Fund for the Professional Baseball Stadium Project.

BACKGROUND & ANALYSIS: On August 18, 2023, the City Council awarded a Design Services Agreement to Populous, Inc. for the design of Ontario's Professional Baseball Stadium and Parking Structure.

If approved, Amendment No. 3 to the agreement will provide additional design and engineering

services required during the construction phase of the project. These services include additional assessment and engineering of the pedestrian bridge to verify its safety and structural integrity. The amendment will also provide for functional performance testing of the stadium's mechanical equipment to confirm that the systems are properly operating and performing as designed.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 3 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND POPULOUS, INC

1. Parties and Date.

This Amendment No. 3 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **Populous, 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 "DEIGN SERVICES AGREEMENT" dated August 15, 2023. ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services for D&C23-011 Minor League Stadium & Parking Structure Project set forth in Amendment No. 3 – Attachment "A" and increase the not to exceed compensation amount by Thirty Three Thousand Seven Hundred Ninety Five Dollars ($33,795) for a total not to exceed amount of ($13,848,605) Thirteen Million Eight Hundred Thirty-Eight Thousand One Hundred Five Dollars. The Parties have heretofore entered into that Amendment No. 1 dated March 5, 2024, and Amendment No. 2 dated September 17, 2024.

2.3 Amendment Authority. This Amendment No. 3 is authorized pursuant to Section 3.37 of the Agreement.

3. Terms.

3.1 Amendment. Sections 3.1.1, 3.1.2 and 3.10.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work

necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A." All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld."

"3.1.2 Term. The term of this Agreement shall be from **July 18, 2023, to May 01, 2027**, 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."

"3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant for the performance of all Services rendered under this Agreement, with the total not to exceed amount of **Thirteen Million Eight Hundred Forty Eight Thousand Six Hundred and Five Dollars ($13,848,605)** ("Total Compensation"). The total compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement."

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.

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

3.3 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. 3.

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

3.5 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. 3 TO DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND POPULOUS, INC

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

POPULOUS, INC.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

POPULOUS

July 23, 2026

Mr. Tito Haes, Executive Director Public Works
City of Ontario
303 East B Street
Ontario, CA 91764-4196

RE: Ontario Ballpark: Functional Performance Testing
Proposal for Additional Services – Amendment No. 006
Populous Project No. 23.005836.006

Dear Tito,

Populous is pleased to provide our proposal for additional services to provide Functional Performance Testing as described in Henderson Building Solution's attached proposal. This letter shall act as our agreement between Populous, Inc. ("Architect") and the City of Ontario, a municipal corporation ("City") for professional planning, design and engineering services in conjunction with the Ontario Ballpark, including:

1.1. Functional Performance Testing by Henderson
1.2. Coordination & Documentation by Populous

The specific description of consultant services provided are defined in Attachment A, "Scope of Services" and made a part of this Agreement.

The terms of compensation and reimbursements to the Architect for rendering these services are defined in Attachment B, "Compensation for Services," and made a part of this Agreement. The general terms and conditions of this agreement are in accordance with the Design Services Agreement between the City of Ontario and Populous, Inc. dated August 11, 2023 "Prime Agreement", and made a part of this Agreement.

If you are in agreement with the terms and conditions above, please sign below and initial each Attachment. Upon my receipt of one signed copy of this Letter Agreement, we will begin work on your project. The conditions of this letter shall be applicable for forty-five (45) days from the date of this letter after which the Architect reserves the right to review and/or renegotiate them with the City.

We look forward to working with you on this project. Please call me if you have any questions on the above.

Sincerely,

Lyle Miller, AIA
Sr. Principal

4800 Main St., Suite 300
Kansas City, MO 64112, USA
T +1 816 221 1500
F +1 816 221 1578
info@populous.com
populous.com

ACCEPTED BY CITY:

_____

_____
Signature

_____
Name

_____
Title

_____
Date

ACCEPTED BY ARCHITECT:

_____

_____
Signature

Lyle Miller, AIA
Name

Sr. Principal
Title

07,23,26
Date

Initials_____

ATTACHMENT A

ONTARIO BALLPARK: Functional Performance Testing
Populous Project No. 23.005836.006

SCOPE OF SERVICES

Populous is pleased to provide our proposal for Functional Performance Testing (Commissioning) of MEP equipment. Please note that this service needs to be provided by a third-party (Henderson Building Solutions), while the original MEP design was provided by Henderson Engineers.

SCOPE OF SERVICES

Populous will provide professional services in conjunction with our consultants for the following:

1. Functional Performance Testing
   As described in the attached proposal by Henderson Building Solutions

2. Architectural Coordination
   Populous shall coordinate the work with the above consultants and submit the final documents to the City.

Initials_____

ATTACHMENT B

ONTARIO BALLPARK: Functional Performance Testing
Populous Project No. 23.005836.006

COMPENSATION FOR SERVICES

	Functional Performance Testing	
	Henderson	
1.1	Functional Performance Testing	20,295
	Populous	
1.2	Support & Coordination	3,000
	TOTAL	**$ 23,295**

Expenses. Included in Fees above.

By City approval of this proposal, Architect's Compensation for Basic Services as identified in article 3.10.1 of the Prime Agreement is increased by **$ 23,295**.

Initials_____

HENDERSON
BUILDING SOLUTIONS
Henderson Companies | Employee Owned

ADDITIONAL SERVICE AUTHORIZATION ASA #01

TO Populous
FROM Henderson Building Solutions
DATE 7/20/2026
PROJECT Ontario Ballpark
PROJECT NO. 2330003105

DESCRIPTION OF ADDITIONAL SERVICE
Henderson Building Solutions, LLC is not obligated to perform the stated additional services until it receives the Client's signed authorization.

This includes (1) 5-day FPT site visit, (1) 1-day back check visit, Travel Expenses, and project completion documents. This is to complete functional performance testing and complete the final report. Site visit quantity and time spent testing has been exceeded from the base contract due to incomplete or missing controls sequences and mechanical equipment set up discovered during testing. This add service has been provided to cover additional visits and will be billed at cost for expenses and at the additional service hourly rates provided in the original agreement.

COMPENSATION FOR ADDITIONAL SERVICE

$	20,295	Site Visit FPTs & Project Completion Documents
$	20,295	**TOTAL *NOT-TO-EXCEED* FEE FOR ADDITIONAL SERVICE**

The Not-To-Exceed fee includes reimbursable expenses.

Submitted by:

	Jon Jensen, Regional Director Cx	7/20/2026
Henderson Building Solutions, LLC	Printed Name & Title	Date

By signing below, Client authorizes the additional services set forth herein and agrees to pay Henderson Building Solutions the additional fee set forth. The obligations under this Authorization shall be subject to the terms and conditions of any executed agreement between the parties for this Project.

Authorized by:

Client's Representative	Printed Name & Title	Date

POPULOUS

August 4, 2026

Mr. Tito Haes, Executive Director Public Works
City of Ontario
303 East B Street
Ontario, CA 91764-4196

RE: Ontario Ballpark: Precast Bridge Crack Assessment
Proposal for Additional Services – Amendment No. 007
Populous Project No. 23.005836.000

Dear Tito,

Populous is pleased to provide our proposal for additional services to provide Precast Bridge Crack Assessment as described in Walter P Moore's attached proposal. This letter shall act as our agreement between Populous, Inc. ("Architect") and the City of Ontario, a municipal corporation ("City") for professional planning, design and engineering services in conjunction with the Ontario Ballpark, including:

1.1. Precast Bridge Crack Assessment
1.2. Coordination & Documentation by Populous

The specific description of consultant services provided are defined in Attachment A, "Scope of Services" and made a part of this Agreement.

The terms of compensation and reimbursements to the Architect for rendering these services are defined in Attachment B, "Compensation for Services," and made a part of this Agreement. The general terms and conditions of this agreement are in accordance with the Design Services Agreement between the City of Ontario and Populous, Inc. dated August 11, 2023 "Prime Agreement" and made a part of this Agreement.

If you are in agreement with the terms and conditions above, please sign below and initial each Attachment. Upon my receipt of one signed copy of this Letter Agreement, we will begin work on your project. The conditions of this letter shall be applicable for forty-five (45) days from the date of this letter after which the Architect reserves the right to review and/or renegotiate them with the City.

We look forward to working with you on this project. Please call me if you have any questions on the above.

Sincerely,

Lyle Miller, AIA
Sr. Principal

4800 Main St., Suite 300
Kansas City, MO 64112, USA
T +1 816 221 1500
F +1 816 221 1578
info@populous.com
populous.com

ACCEPTED BY CITY:

_____

_____
Signature

_____
Name

_____
Title

_____
Date

ACCEPTED BY ARCHITECT:

_____

_____
Signature

Lyle Miller, AIA
Name

Sr. Principal
Title

08,04,26
Date

Initials_____

ATTACHMENT A

ONTARIO BALLPARK: Precast Bridge Crack Assessment
Populous Project No. 23.005836.000

SCOPE OF SERVICES

Populous is pleased to provide our proposal for Precast Bridge Crack Assessment.

SCOPE OF SERVICES

Populous will provide professional services in conjunction with our consultants for the following:

1. Precast Bridge Crack Assessment
   As described in the attached proposal by Walter P Moore

2. Architectural Coordination
   Populous shall coordinate the work with the above consultants and submit the final documents to the City.

Initials_____

ATTACHMENT B

ONTARIO BALLPARK: Precast Bridge Crack Assessment
Populous Project No. 23.005836.000

COMPENSATION FOR SERVICES

	Functional Performance Testing	
	Walter P Moore	
1.1	Precast Bridge Crack Assessment	$9,500
	Populous	
1.2	Support & Coordination	$1,000
	TOTAL	**$ 10,500**

Expenses. Included in Fees above.

By City approval of this proposal, Architect's Compensation for Basic Services as identified in article 3.10.1 of the Prime Agreement is increased by **$ 10,500**.

Initials_____

PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES – Additional Service Request 14

Project:	**Ontario MiLB Ballpark and Parking Garage**
Client:	**Populous**
Client Contact:	**Sanjiv Bajaj**
Additional Service Title:	**Precast Bridge Crack Assessment**
Additional Service Date:	**08/03/2026**
Base Project Number:	**M0923006.00**

Walter P. Moore and Associates, Inc. (Walter P Moore) is currently engaged as a consultant on this project. We are submitting this Additional Service Request based on our understanding of increased and/or modified scope of work. We propose to provide services to Client as defined below:

Additional Service Description: It is our understanding that on July 20th, 2026, representatives from Tilden-Coil Constructors (Tilden-Coil) notified the City of Ontario and Populous about a noticeable crack on the underside of a precast pedestrian bridge connecting buildings C and D at the concourse level of ONT Field. Walter P Moore served as the Structural Engineer of Record for the original construction project, with the precast bridge being a delegated design component.

Based on the review of the crack pattern documented by Tilden-Coil, Walter P Moore's representatives recommended additional investigation to evaluate the bridge's current condition, identify potential causes for the observed cracks, and determine whether remediation is warranted.

Scope of Services: The scope of services includes performing a visual assessment of the bridge condition, conduct limited non-destructive testing, and prepare a brief report summarizing our findings and recommendations.

Walter P Moore will perform one (1) site visit to complete the visual assessment of exposed and readily observable areas of the structure and conduct non-destructive testing, including a relative elevation survey of the bridge using a LIDAR Camera, acoustic sounding of the concrete (chain drag) and Ground Penetrating Radar (GPR) scanning of the top and underside of the bridge. We assume that access to elevated areas of the bridge via scissor lift will be provided by the client.

Walter P Moore will provide a brief letter report documenting the findings of our evaluation, including:

- Description of the scope of work.
- Description of the findings, including a statement of probable cause(s) of the structural distress, if such cause(s) can be reasonably determined with the available information.
- Recommendations for more in-depth evaluation, if appropriate.
- Schematic presentation of the measures needed, if any, to correct the problems under study, as can be determined with the available information.

Compensation: Walter P Moore proposes to provide the defined Scope of Services on a Lump Sum Fee basis of **$9,500** including expenses.

Terms of Agreement: Terms for this Additional Service shall be in accordance with our base Proposal and Agreement for this project.

Attachments: None

Executed on this ___ day of _____, 2026 by:

Client: Populous Sanjiv Bajaj	**Walter P Moore and Associates, Inc.:** Joseph Moody, S.E. Managing Director | Principal
	Joseph Moody

CITY OF ONTARIO *Agenda Report* **September 15, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Community Life & Culture Prepared By: Lacey A Rightmer Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

SUBJECT: AMERICORPS STATE CONTINUATION GRANT FOR 2026-27

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute grant documents and accept a $368,000 AmeriCorps Continuation Grant for the October 2026 through September 2027 program year to support the Ontario Promise Corps Program.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

FISCAL IMPACT: The Community Life & Culture Agency has been awarded $368,000 from AmeriCorps, a federal agency, to continue the Ontario Promise Corps Program during Fiscal Year 2026-27. If approved, the grant revenue will be included in the Grants Fund at a future quarterly budget update for City Council approval. The FY 2026-27 Adopted Budget includes General Fund appropriations for the City's required cash match. The Ontario-Montclair Schools Foundation, the program partner, will reimburse the City $15,000 toward the City's cash match obligation.

BACKGROUND & ANALYSIS: On August 20, 2019, the City Council approved a 12-month AmeriCorps State Planning Grant. This grant was used to develop Ontario Promise Corps, a cradle-to-career program designed to support local residents from early childhood through college and career. The program focuses on improving school readiness and attendance, and increasing access to and success in college. AmeriCorps grants are administered in California by California Volunteers, an office of the Governor of the State of California.

In 2020, the City received additional funding to implement Ontario Promise Corps. On August 4, 2020, the City Council approved the first 12-month program funded through an AmeriCorps State Formula Grant. The City Council has since approved additional grants for Fiscal Years 2021 through 2026.

The Ontario Promise Corps program recruits 16 full-time AmeriCorps members each program year. Members provide one-on-one educational support to low-income and at-risk students, build positive relationships with students and families, and provide information and resources on college

and other higher education opportunities for Ontario residents. The program operates in partnership with Ontario-Montclair Schools Foundation and the Ontario City Library.

Ontario Promise Corps provides AmeriCorps members with an opportunity to gain professional experience while serving the local community. Members receive training, professional development, and mentorship to help them build leadership skills and prepare for future careers. Since the program began, 63 AmeriCorps members have participated in Ontario Promise Corps, with many serving for more than one year. Through their service, members have gained valuable professional experience and developed skills that have helped them prepare for careers in teaching, counseling, law, and nursing. Many former members have gone on to pursue higher education and careers, with many continuing to work in Ontario and throughout the local region after completing their service. Three former Ontario Promise Corps members have gone on to work in City positions, illustrating how the program can develop and retain local talent.

Since its inception, Ontario Promise Corps has served 13,343 participants through a variety of educational and college and career-readiness activities. These activities include workshops for families with children ages 0 to 5 that provide parents and caregivers with tools to become their child's first teacher and support early literacy; presentations for 6th grade students featuring local business leaders who share their personal journeys and experiences on the path to a successful career; and college field trips that 8th grade students an opportunity to explore higher education and learn about the college experience. High School students receive college and career support, including financial aid workshops, assistance with college applications, and continued support through students' first year of college. Together, these activities connect students and families with resources, mentors, and real-world experiences that support educational success and help participants prepare for their future.

For the 2026-27 program year, AmeriCorps has awarded the Community Life & Culture Agency a $368,000 AmeriCorps Continuation Grant to continue the Ontario Promise Corps. The grant will support program activities from October 2026 through September 2027. Highlights of the grant budget include funding for a full-time Administrative Specialist who is 100% dedicated to managing the day-to-day operations of the grant, with a total salary and benefits cost of $132,548. The grant also provides annual living allowances of $30,000 for each of the 16 AmeriCorps members, as well as funding for healthcare, office supplies, training, and equipment. Additionally, the grant funds a part-time Program Specialist who supports community outreach and program activities.

Staff recommends that the City Council approve the execution of the 2026-27 AmeriCorps grant documents, accept the grant funds, and approve the City's cash match for the 2026-27 Ontario Promise Corps program year.

CITY OF ONTARIO *Agenda Report* **September 15, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Adrian Escamilla Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Rene Guerrero, Jacqueline Leon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 13

SUBJECT: **A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH K.C. RESTORATION CO., INC. FOR THE EMMONS BUILDING (GRANADA THEATER) HISTORIC REHABILITATION PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Change Order No. 2 to Construction Contract No. D&C25-003 with K.C. Restoration CO., Inc., of Gardena, California, for the Emmons Building (Granada Theater) Historic Rehabilitation Project Phase 1 in the amount of $17,667, utilizing $9,332 in available project contingency and increasing the contract amount by $8,335, for a total not-to-exceed contract amount of $1,312,825; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, and filing a notice of completion at the conclusion of all construction-related activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The recommended Change Order No. 2 to the Construction Contract with K.C. Restoration CO., Inc., is in the amount of $17,667. The project has $9,332 available in existing contingency funds, resulting in an additional funding need of $8,335, for a total not-to-exceed contract amount of $1,312,825. The Fiscal Year 2026-27 Adopted Budget includes appropriations in the Capital Projects - Measure Q Fund for the Emmons Building (Granada Theater) Historic Rehabilitation Project Phase 1.

BACKGROUND & ANALYSIS: On January 20, 2026, the City Council approved a Construction Contract with K.C. Restoration Co., Inc. for Phase 1 of the Emmons Building (Granada Theater) Historic Rehabilitation Project. Phase 1 includes exterior improvements consisting of removal of the existing coating, lead mitigation, painting, window restoration, and restoration of the marquee sign.

Since construction began, unforeseen conditions associated with the building's age and historic character have been identified, resulting in additional work necessary to safely and properly complete the project. During removal of the existing coating from the building's decorative concrete elements, Staff and the contractor discovered spalling, cracking, deterioration, and separation of several decorative exterior elements surrounding the second and third floors. This is particularly evident in the large decorative pendant located above the restored marquee sign.

Change Order No. 2 provides for additional work that was not included in the original contract but is necessary to address these unforeseen conditions. The additional scope includes repairing cracks and preparing several smaller decorative elements and one large decorative pendant for 3-D scanning and precast mold fabrication. Once the scanning and mold fabrication are completed, the deteriorated decorative elements will be removed due to their existing condition and inadequate attachment to the building. The affected elements will be electronically documented and cataloged for potential future restoration as part of Phase 2 of the project, subject to available funding.

The total cost of the additional work is $17,667. Of this amount, $9,332 will be funded through the remaining project contingency, resulting in an additional contract authorization of $8,335 for a total not-to-exceed contract amount of $1,312,825. Staff recommends approving Change Order No. 2 to Construction Contract No. D&C25-003 with K.C. Restoration Co., Inc. to address the unforeseen conditions and ensure completion of the Phase 1 rehabilitation work in accordance with project requirements. Completion of Phase 1 is scheduled for November 2026.

PCO #7

To: City of Ontario
303 E B St
Ontario, CA 91764

July 8, 2026

Attn: Adrian Escamilla

Granada Theater - PCO #7 - Pre-cast demo, mold making, and 3-D scanning

See extensive write-up attached.

On Site Labor	Mhrs	Rate	Labor $
Fabricate mold PCM-1 at PC-1	6	$ 80.69	$ 484.14
Demo and skim of PC-3	4	$ 80.69	$ 322.76
Demo and skim of PC-6	4	$ 80.69	$ 322.76
Fabricate mold PCM-7 at PC-7	6	$ 80.69	$ 484.14
Fabricate mold PCM-8 at PC-8	6	$ 80.69	$ 484.14
Demo and skim of PC-15	4	$ 80.69	$ 322.76
Demo and skim of PC-16	4	$ 80.69	$ 322.76
Demo and skim of PC-23	4	$ 80.69	$ 322.76
Fabricate mold PCM-24 at PC-24	16	$ 80.69	$ 1,291.04
Demo and skim of PC-24 (Big 3-panel friezes)	24	$ 80.69	$ 1,936.56
Fabricate mold PCM-25 at PC-25	6	$ 80.69	$ 484.14
Fabricate mold PCM-29 at PC-29	6	$ 80.69	$ 484.14
Demo and skim of PC-31	4	$ 80.69	$ 322.76

Off Site Labor	Mhrs	Rate	Total Cost

Materials	Qty	Unit Cost	Material $
Mold-making kit	6	$ 552.46	$ 3,314.76

Subcontractors	Cost
AQYER - 3-D Scanning	$ 4,200.00
(Single visit, pieces noted, files furnished to Owner)	

Other Costs	Cost
Subtotal Labor, Materials, Subcontractors	$ 15,099.62
OH&P @ 15%	$ 2,264.94
Bond @ 2%	$ 301.99
Total Cost	**$ 17,666.56**

GRANADA THEATER
PRECAST NUMBERS

VISUALIZATION OF AREAS WHICH WILL BE FLAT CONCRETE (NO PRE-CAST) UNTIL PHASE 2 / FUTURE REMEDIAL WORK

GRANADA THEATER
PRECAST NUMBERS

VISUALIZATION OF AREAS WHICH WILL BE FLAT CONCRETE (NO PRE-CAST) UNTIL PHASE 2 / FUTURE REMEDIAL WORK

GRANADA THEATER
PRECAST NUMBERS

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
CHANGE ORDER

Project: D&C25 -003 Emmons Bldg (Granada Theater Project Phase 1

Change Order Number: 2

Contract Date: 3/18/26

Change Order Date: 8/26/26

To: K.C. Restoration CO., Inc.
1514 W 130th St
Gardena, CA 90249
Attention: Steve Lehne, President

THIS CHANGE ORDER FORM SHALL BE USED FOR ALL CHANGE ORDERS ASSOCIATED WITH THE WORK. NO ADDITIONS OR DELETIONS TO THIS FORM SHALL BE ALLOWED, EXCEPT WITH PERMISSION OF THE CITY OF ONTARIO.

The Contract is changed as follows:

PCO # 7 Pre-cast demo, mold making and 3-D Scanning $17,666.56

Contractor agrees to furnish all labor, materials, equipment and services to perform the Work, modified as described herein, in accordance with the Contract Documents as revised by this Change Order.

NOT VALID UNTIL SIGNED BY OWNER

In consideration of the change(s) described above, the Contract Price is adjusted as follows:

The original Contract Price was	$ 1,087,075.00
Net change by previously authorized Change Orders	$ 208,082.53
The Contract Price prior to this Change Order was	$ 1,295,157.53
The Contract Price will be changed by this Change Order in the amount of	$ 17,666.56
The new Contract Price including this Change Order will be	$ 1,312,824.09

In consideration of the change(s) described above, the Contract Time is adjusted as follows:

The Contract Time will be: increased ☐ decreased ☐ unchanged ☒ by	_0_____	Days
The Contract Time prior to this Change Order was	_240___	Days
The new Contract Time including this Change Order will be	_240___	Days

Attachments: PCO #07

Contractor accepts the terms and conditions stated herein as full and final settlement of any and all claims arising from this Change Order. The adjustments to the Contract Price and Contract Time in this Change Order constitutes the entire compensation and/or adjustment thereto due to Contractor, including direct, indirect, consequential, and overhead (field and home office) costs, due to Contractor arising out of or related to the change in the Work covered by this Change Order. By signing this Change Order, Contractor agrees to accept the amount of the adjustment to the Contract Price, and the adjustment of the Contract Time, as payment in full for all costs, including direct, indirect, consequential, and overhead (field and home office) costs, related to the change in the Work covered by this Change Order.

Accepted:

_____ _____
(Signature) Steve Lehne, President Date

Approved:

_____ _____
(Signature) Tito Haes, Executive Director Public Works Date

Approved:

_____ _____
(Signature) Scott Ochoa, City Manager Date

CITY OF ONTARIO *Agenda Report* **September 15, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Thomas Palmieri Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Courtney Jones, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 14

SUBJECT: **AMENDMENTS TO THE DESIGN SERVICES AGREEMENTS WITH ARDURRA GROUP, INC., AND FEHR & PEERS, INC., AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENTS WITH HARRIS & ASSOCIATES, INC., AND MOOTE COMPANIES, LLC., AND A DESIGN SERVICES AGREEMENT WITH WESTLAND GROUP, INC., FOR THE ONTARIO RANCH ROAD AND GROVE AVENUE CORRIDOR IMPROVEMENT PROJECT AND A RESOLUTION MAKING A DECLARATION OF INTENT TO ISSUE TAX-EXEMPT OBLIGATIONS**

RECOMMENDATION:

That the City Council take the following actions:

A. Authorize the City Manager, or designee, to execute Amendment No. 6 to the Design Services Agreement with Ardurra Group, Inc. (Ardurra), of Newport Beach, California, to provide on-call design services for the Ontario Ranch Road and Grove Avenue Corridor Improvement Project in the amount of $7,455,068 for a new total revised not-to-exceed amount of $13,231,839, and a term of June 4, 2024 to June 4, 2029.
B. Authorize the City Manager, or designee, to execute Amendment No. 2 to the Design Services Agreement with Fehr & Peers, Inc. (Fehr & Peers), of Irvine, California, to provide on-call transportation planning and traffic engineering design services for the Ontario Ranch Road and Grove Avenue Corridor Improvement Project in the amount of $22,000 for a new total revised not-to-exceed amount of $686,211, and a term of April 2, 2024 to April 2, 2027.
C. Authorize the City Manager, or designee, to execute Amendment No. 1 to the Professional Services Agreement with Harris & Associates, Inc. (Harris and Associates), of Concord, California, to provide professional engineering plan check services for the Ontario Ranch Road and Grove Avenue Corridor Improvement Project in the amount of $2,394,972 for a new total revised not-to-exceed amount of $5,394,972, and a term of July 1, 2025 to June 30, 2028.
D. Authorize the City Manager, or designee, to execute Amendment No. 1 to the Professional Services Agreement with Moote Companies, LLC. (Moote), of Irvine, California, to provide on-call project management services for the Ontario Ranch Road and Grove Avenue Corridor Improvement Project in the amount of $10,359,875 for a new total revised not-to-exceed amount of $10,459,875, and a term of April 4, 2023 to March 31, 2028.

E. Authorize the City Manager, or designee, to execute a Design Services Agreement with Westland Group, Inc. (Westland), of Rancho Cucamonga, California, to provide design services for the Ontario Ranch Road and Grove Avenue Corridor Improvement Project for a total not-to-exceed amount of $7,540,552, and a term of September 15, 2026 to August 31, 2031.
F. Authorize the City Manager, or designee, to execute all documents required for the completion of the project which may include, but are not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and submitting required documents with appropriate agencies.
G. Consider and adopt a Resolution making a declaration of intent to issue tax-exempt obligations.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Invest in the Growth and Evolution of the City's Economy
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: The Ontario Ranch Road and Grove Avenue Corridor Improvement Project (Project) consists of various improvements along Ontario Ranch Road from Euclid Avenue to Archibald Avenue and Grove Avenue from Riverside Drive to Eucalyptus Avenue (ORR and Grove Corridors). These improvements will include, but not be limited to, street improvements, undergrounding and relocation of existing utilities, and new storm drain, sewer, water, recycled water, and fiber optic improvements (Infrastructure Improvements).

Approval of the proposed amendments to the Design Services Agreements and Professional Services Agreements with Ardurra, Fehr & Peers, Harris & Associates, and Moote and approval of the Professional Services Agreement with Westland amounts to a total of $27,772,467.

Project appropriations are required for this project and will be updated, as necessary, to reflect current and planned expenses from Capital Projects – Measure Q Fund, Water Capital Fund, Sewer Capital Fund, Ontario Ranch Development Impact Fees Fund, Storm Drain Fund, Streets Fund, and Fiber Optic Fund. If approved, additional appropriations will be included in future quarterly budget updates to City Council for approval as needed. Additionally, The City intends to finance the acquisition, construction, and installation of certain public capital improvements with the proceeds of the sale of tax-exempt obligations. Staff recommends approval of a Reimbursement Resolution, which permits the City to reimburse itself for certain costs incurred prior to the issuance of bonds, as allowed under the Internal Revenue Code.

BACKGROUND & ANALYSIS: Ontario Ranch Road from Euclid Avenue to Archibald Avenue and Grove Avenue from Riverside Drive to Eucalyptus Avenue are identified in The Ontario Plan (TOP) as two of the principal arterial roads central to Ontario Ranch West (see Exhibit A). The proposed street and infrastructure improvement projects along these two corridors will provide the essential

backbone infrastructure to support continued development in the western half of Ontario Ranch and provide critical access to the future Fire Station 11/Public Safety Center.

The Project will evaluate the existing right-of-way, include coordination with public and private agencies and land owners, and complete the design of the necessary street, transportation, median, bridge, storm drain, sewer, water, recycle water, fiber optic, and other improvements along Ontario Ranch Road and Grove Avenue as specified in the TOP and various facilities Master Plans. The scope of work includes preparation of a Preliminary Design Report, utility research and potholing, geotechnical investigations, permitting, right-of-way assessment, property appraisal and acquisition, construction and permanent easement dedications, preparation of plans and specifications, and bid phase support services. Environmental review will be conducted in compliance with the California Environmental Quality Act.

Between May and June 2026, Staff from Community Development, Public Works, and the Ontario Municipal Utilities Company reviewed and evaluated the performance of several qualified design consultants with active or recent project experience within the immediate area of the corridors and have demonstrated a proven track record to deliver successful projects. Qualified consultants include Ardurra for the Grove Avenue design package, Westland for the Ontario Ranch Road design package, and Harris & Associates for plan check services, Moote for project management services, and Fehr & Peers for traffic analysis for both corridors.

On April 4, 2023, the City Council awarded On-Call Professional Services Agreements to Moote and four other consultants for project management services. Moote was selected for this task based on the firm’s extensive knowledge of Ontario Ranch and the City of Ontario, as demonstrated through its prior work managing and coordinating the design and construction of over $300 million of Ontario Ranch backbone infrastructure through development projects such as the Merrill Commerce Center. This familiarity with the City’s land development processes, planning objectives, and development patterns in Ontario Ranch will support the efficient and effective completion of the requested services.

On April 2, 2024, the City Council awarded On-Call Transportation Planning and Traffic Engineering Design Services Agreements to Fehr & Peers and five other consultants for transportation planning and traffic engineering design services. Fehr & Peers was selected for this task based on the firm's extensive knowledge of Ontario Ranch and the City of Ontario, as demonstrated through its prior work preparing traffic studies for the Ontario Sports Empire, the TOP 2050 Update, the Downtown Euclid Corridor, and multiple Specific Plans within the Ontario Ranch area. This familiarity with the City's transportation network, planning objectives, and development patterns will support the efficient and effective completion of the requested services.

On June 4, 2024, the City Council awarded On-Call Design Services Agreements to Ardurra and four other consultants for design services. Ardurra was selected for this task because of the firm’s extensive knowledge of Ontario Ranch and the City of Ontario, and through its prior work preparing utility infrastructure packages for Ontario Ranch Phase 2 water improvements, which constructed a 30” water main in Grove from Chino Avenue to Eucalyptus Avenue, and for Sports Empire along Riverside Drive. Additionally, Ardurra is currently working on the Western Trunk Sewer (WTS) project, which will use the Grove Avenue corridor as the alignment for the WTS. This familiarity with the City’s design and planning objectives along Grove Ave will support the efficient and effective

completion of the requested services.

On July 1, 2025, the City Council awarded On-Call Engineering Plan Check Professional Services Agreements to Harris & Associates and one other consultant for professional engineering plan check services. Harris & Associates was selected for this task based on the firm's extensive knowledge of Ontario Ranch and the City of Ontario, as demonstrated through its prior work preparing accelerated and comprehensive plan check review for the City. This familiarity with the City's plan check processes and objectives, and land development patterns will support the efficient and effective completion of the requested services.

For the Ontario Ranch Road Corridor, Staff recommends proceeding with a non-competitive Design Services Agreement with Westland. Westland has already completed the utility research, potholing, and potable water and storm drain design for approximately 40% (1.25 miles) of the proposed 3.25-mile Ontario Ranch Road corridor under the Center-Park Specific Plan. Retaining Westland as the engineer of record will prevent duplication of design efforts, maintain consistency in technical assumptions, and expedite project delivery by up to one year based on the preliminary engineering already completed while ensuring efficient use of City resources and supporting timely project advancement. Furthermore, Westland has a proven history of delivering complex infrastructure projects within the City of Ontario through large-scale off-site improvement initiatives, including engineering design, surveying, and construction support for corridor-wide upgrades along key avenues such as Merrill Avenue, Eucalyptus Avenue, Grove Avenue, and Euclid Avenue. Their portfolio encompasses more than 100,000 linear feet of new utility systems and features comprehensive drainage analyses, utility enhancements, traffic signal designs, and roadway widening for Ontario projects such as Merrill Commerce Center Specific Plan, Ontario Ranch Business Park Specific Plan, West Ontario Commerce Center Specific Plan, Euclid Mixed Use Specific Plan, and State Street/Bon View Avenue Improvements. These projects required coordination with local agencies, utility companies, Caltrans, and private developers, as well as the preparation of detailed construction documents, right-of-way analyses, and record drawings. Westland’s collaborative approach and technical expertise have been instrumental in the successful planning, permitting, and construction of critical public infrastructure, supporting Ontario’s ongoing growth and development.

Additionally, Westland will provide non-destructive utility locating services for both Ontario Ranch Road and Grove Avenue corridors. Early utility verification is essential to ensure a high-quality and timely design. Westland’s familiarity with City standards and their specialized team increase the likelihood of efficient and successful project delivery.

Between June and August 2026, Staff and the Consultants in a good faith effort navigated the complexities of this Project to develop a scope of services for the Consultants as a baseline to develop and submit their specific proposals for their section of the project.

Staff has reviewed the proposals and recommends Ardurra for the Grove Avenue design package, Fehr & Peers for traffic analysis, Harris & Associates for plan check services, Moote for project management services and Westland for the Ontario Ranch Road design package. These vendors have been selected based upon their understanding of the project scope, the City's needs, criteria specified in the scope of services, technical approach, relevant experience, qualifications of the proposed project team, fee proposal, and references.

Ontario Ranch Rd and Grove Ave
Ultimate Road Widening and Infrastructure Project

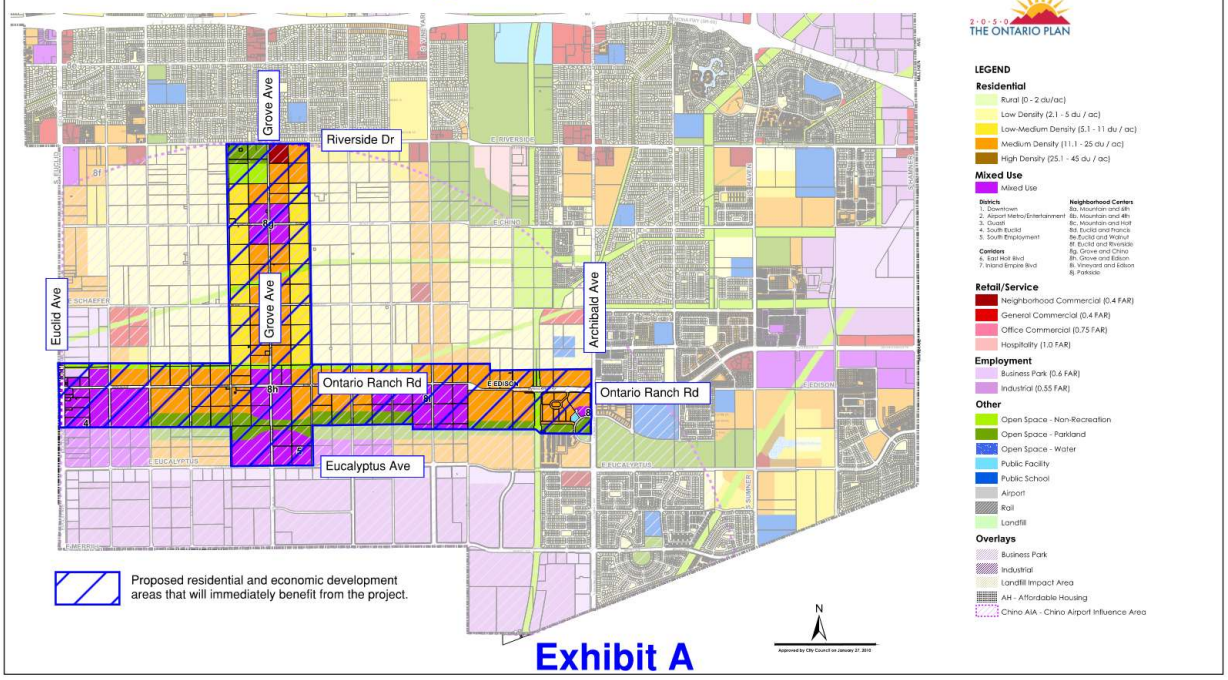


Exhibit A

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN

DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 6 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ARDURRA GROUP, INC.

1. Parties and Date.

This Amendment No. 6 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Ardurra Group, 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 "Design Services Agreement" dated June 4, 2024 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services for the Grove Ave Corridor Improvement project, increase the compensation by **Seven million four hundred fifty-five thousand sixty-eight dollars ($7,455,068),** for a total-not-to-exceed compensation of **Thirteen million two hundred thirty-one thousand eight hundred thirty-nine dollars ($13,231,839).** This increase in compensation is to accommodate the additional scope of work listed in the attached Consultants' Proposal for the Grove Avenue Corridor Improvement Project dated **July 24, 2026**. Parties have heretofore entered into that Amendment No. 1 dated July 16, 2024, Amendment No. 2 dated November 19, 2024, Amendment No. 3 dated October 7, 2025, Amendment No. 4 dated April 7, 2026, and Amendment No. 5 dated June 2, 2026.

2.3 Amendment Authority. This Amendment No. 6 is authorized pursuant to Section 3 of the Agreement.

3. Terms.

3.1 Amendment.

Section **3.1.1 Scope of Services** of the Agreement is hereby amended in its entirety to read as follows:

3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules, and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A".

Section **3.10.1, Consultant's Compensation for Basic Services** of the Agreement is hereby amended in its entirety to read as follows:

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **Thirteen million two hundred thirty-one thousand eight hundred thirty-nine dollars ($13,231,839).** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

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.

Exhibit "B" – SCHEDULE OF SERVICES is hereby deleted in its entirety and replaced with Attachment B attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 6, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 6. From and after the date of this Amendment No. 6, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 6.

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. 6.

3.4 Severability. If any portion of this Amendment No. 6 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. 6 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ARDURRA GROUP, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 6 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

ARDURRA GROUP, INC.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

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

Attachment A

Exhibit “A” – SCOPE OF SERVICES

August 10, 2026

Omar Gonzalez, CIP Manager
OMUC
1333 S. Bon View Avenue
Ontario, CA 91761

SUBJECT: Proposal for Engineering Services for Ontario Ranch West Grove Avenue Improvements

Dear Mr. Gonzalez:
Thank you for the privilege to work with the City on this exciting, fast-tracked project. For your review and consideration, we prepared a scope, estimated design fee, and design schedule for the project. The table below shows a rough order of magnitude (ROM) for the Construction Value for the full-width improvements along Grove Avenue.

Construction Value	Improvement
$22,300,000	Street and Drainage Improvements
$5,000,000	Traffic/Fiber Broadband Improvements
$25,000,000	Wet Utilities Improvements
$8,000,000	Landscape Improvements
$4,500,000	OH to UG SCE Conversion
$9,000,000[1]	OH to OH SCE Transmission Relocation
$73.8 million	***Opinion of Probable Construction Value***
[1] Ardurra will seek to utilize the City's one time relocation clause for SCE to pay the relocation	

Our fee reflects our On-Call Services Agreement 2024 Billing Rates escalated to 2027. Per our on-call contract terms, we will update our billing rates annually by 3%. Please feel free to contact me if you have questions or require additional information at 661.748.3893 or dsalgado@ardurra.com.

Sincerely,

Dolores Salgado, PE
Project Director

Enclosures:
Exhibit "A" Scope of Work (written scope, tabulated scope, scope exhibit)
Exhibit "B" Fee Schedule
Exhibit "C" Design Schedule

Exhibit "A" - Scope of Work
Ontario Ranch West
Engineering Services for Grove Avenue Improvements

Ardurra will create a Sharepoint folder to facilitate the timely coordination and completion of this project. Ardurra also recommends utilizing Bluebeam sessions to collaborate with the City during the Citywide Plan Check. This will be discussed with the City Project Manager at the project kick-off meeting.

Task 1 – PROJECT MANAGEMENT AND ADMINISTRATION

Project Management & Administration, Progress Reporting, Invoicing
Progress Reporting: Ardurra shall prepare progress reports with monthly invoices. Ardurra shall prepare, submit, and maintain a current, detailed design schedule for the duration of the project using Microsoft Project. The schedule shall be updated regularly and submitted to the City. In addition, Ardurra shall provide bi-weekly emails to the City's PM to report progress, potential issues and resolutions.

Bi-Weekly Progress Meetings
Bi-Weekly Progress Meetings: Ardurra shall attend progress and coordination meetings with the City throughout the project via TEAMS or other virtual platform. For purposes of this proposal, we assumed one-hour, bi-weekly meetings at a project duration of 14-months (30-meetings total). Ardurra shall prepare meeting minutes to document key decisions and distribute copies to attendees for review.

Project Decision/Risk Management Log
Ardurra will track major decisions and risk management concerns for the purpose of seamlessly coordinating with the multidisciplinary teams, multiple City Departments, multiple City's consultants, and managing the scope of work to meet the City's expectations, with the expedited project schedule. The Log will be created using Microsoft Excel and will be shared using Sharepoint to allow multiple participants to have the most current version at all times.

Stakeholder Coordination
Ardurra will schedule stakeholder meetings throughout the duration of the project. This scope assumes one meeting per milestone submittal, total of ten (10) meetings, during preliminary and final design phase of the project. The following stakeholders were identified:

- Southern California Edison
- Inland Empire Utilities Agency
- San Bernardino County Flood Control District
- Southern California Gas Company
- Spectrum/Charter
- Private Property Owners

Coordination Meetings with other City Consultants
This scope assumes a total of ten (10) meetings for City Consultants. Due to the expedited project schedule, this scope includes ongoing meetings, phone discussions, coordination efforts via email and in the field with various other consultants as identified herein:

- Engineer of Record for Ontario Ranch Road (Westlands)
- Citywide planchecker (Harris and Associates)
- Program Manager (TBD)
- Traffic Engineers (Fehr and Peers)

Task 2 – DATA COLLECTION AND REVIEW

Data Collection and Review

Ardurra assumes the City will provide available record drawings and relevant reports within the Project limits. Ardurra will review available records and perform field investigations to determine the location of existing facilities for preparation of a complete and accurate set of project contract documents. Existing facilities shall include, but not be limited to, developer plans, streets and drainage plans, traffic signal plans, wet and dry utilities, Master Plans, Westlands design drawings for Ontario Ranch Road, City hydraulic models, County facilities including Grove Avenue Drain and drainage basins, and other relevant City records. IEUA's master plans and other relevant reports and future improvements.

Ardurra assumes the City will provide City's Utility Atlas Map for Sewer Mains, Domestic Water Mains, Recycled Water and Storm drains in electronic format. Collected as-built information will be compiled, reviewed, and catalogued and provided to the City during milestone submittals.

Utility Research and Coordination

Ardurra will establish contact with existing utility companies in the project Vicinity. Existing utilities shall include, but are not limited to, water, recycled water, sewer, storm drain, gas, electric, fuel lines, telephone, cable, and fiber optic cables. Ardurra will prepare and submit utility information requests to utility owners with facilities in the project vicinity. Ardurra shall provide copies of requests sent to all affected parties to the City for their records. Ardurra will prepare and submit utility verification requests along with plan sets to utility owners with facilities in the project vicinity at each milestone. Ardurra will prepare and submit utility conflict notices to utility owners with facilities impacted by the proposed project and provide the City will correspondence between Ardurra and each utility company.

Utility Potholing

Following a desktop investigation of the existing utilities in the project area, Ardurra will prepare a specific Utility Pothole Plan. Areas of special concern will be the interface locations with existing major utilities including water, sewer, storm water, electrical power, and instrumentation. For the purpose of providing a fee for this scope, it was assumed that up to fifty (50 potholes) will be performed along Grove Avenue.

BESS will perform utility potholes using air-vacuum excavation and prepare a Utility Pothole Report. BESS will obtain required permits to perform work within the project area. This scope includes repairing the potholes by filling the hole with slurry cement and patching per the City's requirements. This scope includes preparation of traffic control plans for the potholing signed by a CA Registered Traffic Engineer. This scope assumes no hot patch asphalt mix.

Review Westlands GPR and Implement Findings

Ardurra will review the Ground Penetrating Radar reports provided by Westlands and perform field investigations to refine the location of existing utilities in the project vicinity. Ardurra will perform field investigations after each milestone submittal to verify utility mapping, potential conflicts, and identify potential utility pothole locations. Ardurra collected utility mapping and potholing data as part of the UT1050 project and will apply that information during preliminary design. The data will be verified and updated accordingly.

Surveying and Mapping

O'Day Consultants will provide the following services for the Grove Avenue alignment, from Riverside Drive to Eucalyptus Avenue, approximately 2 miles:

- Establish horizontal and vertical control per NAD 83 Zone 5, and NGVD 29 or as otherwise indicated by client
- Set and tie in 10 aerial panels
- Prepare 250-foot-wide orthophoto at 0.25-foot ground sample distance
- Survey monuments to determine street right of way between Riverside Drive and Chino Avenue
- Prepare 250-foot-wide aerial topo at 40-scale with one-foot contour interval

Supplemental field survey:

- All surface utilities or structures, including valve covers, water boxes, utility risers, etc.
- Existing signs, power poles, and guy wires
- Locations of trees 4 inches in diameter or greater
- Rim elevations and invert depths of sewer and storm drain manholes and catch basins (locked manholes and manholes with oversized lids will need to be opened by City or utility owner)
- Utility markings by USA or Westlands GPR within project limits
- Detailed field topo at cross streets 100 feet on each side of Grove Avenue

Note: There is significant overlap between the surveying and mapping for this Project and the UT1096 Western Trunk Sewer (WTS) alignment. This scope assumes the City selects Grove Avenue as the WTS alignment, therefore the surveying and mapping of the segment of Grove Ave between Chino Ave and Eucalyptus Ave is included in the WTS project. Our scope and fee includes an additional 50-foot wide strip beyond the City's ultimate ROW to design the transitions to existing. Our assumption is that the 250-foot wide strip will be flown at the same time.

Geotechnical Investigation

Converse Consultants will perform the geotechnical investigations and provide project recommendations for the anticipated deep sewer manholes, retaining walls, pavement design, trenchless crossings, trenching for utilities, unsuitable or unstable soil removal and import, and other project specific design recommendations. This scope includes drilling six (6) borings 25-feet deep, six (6) borings 35-feet deep, and two (2) borings 40-feet deep for a total of 14 borings.

The borings will be backfilled with soil/cement mix and the pavement section will be replaced with Aquaphalt. Aquaphalt is a high-performance, eco-friendly, water-activated repair material designed for permanent fixes on asphalt and concrete surface, such as potholes, driveways, and utility cuts.

This scope includes a draft and final geotechnical report and obtaining permits for field work.

TASK 3 – RIGHT OF WAY SERVICES

O'Day Consultants will provide exhibits showing the existing City right of way (ROW) and the ultimate ROW. The property owners will be tabulated by assessor's parcel numbers, property owner's name and contact information, and required ROW for ultimate street improvements. Clark Land Solutions will then prepare a ROW assessment to provide the City with the information necessary to identify the ROW needs and potential costs. This scope assumes thirty-two (31) parcels, with approximately 23 larger parcels considering contiguity and unity of highest and best use (HBU). This is inclusive of permanent right of way and temporary construction easements. This scope assumes that Clark Land Solutions will coordinate with the City's real estate department and once the City's PM authorizes Ardurra to oroceed with acquisition, this scope includes, contacting the private property owners, obtaining market value appraisals, negotiating with private property owners, and closing the sale. This scope assumes a 45-day negotiation period.

Plat and Legal Documents (31 parcels)

Prepare plat and legal descriptions for 31 parcels, these can be either temporary construction easements, or street dedications per the City of Ontario's standards, including lot closure calculations, supporting maps, preliminary title reports, and obtaining approvals through City-wide plancheck processes and procedures.

TASK 4 – PRELIMINARY DESIGN AND 30% PLANS

Ardurra will prepare a series of Technical Memorandums (TM) to address the topics below. Each TM will conclude with a summary of design recommendations, City-approved variances and deviations from standards, and memorialize technical decisions that may be needed during future phases of the project or during City-wide plan checking processes.

The preliminary design phase will establish the engineering basis for the interim and build-out of Grove Avenue per the City's Streets Master Plans for streets, water, sewer, recycled water, storm drains, and general plan.

- Tech Memo - Construction Cost Analysis for Last Lane Improvements
- Tech Memo - Existing Conditions Constraints
- Tech Memo - Design Criteria
- Tech Memo - Environmental Clearance (CEQA IS/MND)
- Tech Memo - Right of Way Assessment
- Tech Memo - Utility Impacts
- Tech Memo - Permit Workplan
- Tech Memo - Hydraulic Analysis (Water, Sewer, Recycled Water)

- Tech Memo - Hydraulic Analysis (Storm Drains)
- Tech Memo - Opinion of Probable Construction Cost
- Tech Memo - Opinion of Construction Schedule

Environmental CEQA Clearance

As noted in the City's scope of work, proposed improvements are understood to be constructed in accordance with The Ontario Plan, and CEQA compliance is anticipated to be addressed either via a Categorical Exemption (CE) or Mitigated Negative Declaration (MND). Ardurra will prepare supporting environmental documentation for the City's consideration, including a CEQA-compliant project description, evaluation of the exceptions to categorical exemptions under CEQA Guidelines Section 15300.2, supporting biological, cultural, tribal cultural, paleontological, and hazardous materials documentation, and an Environmental Commitments Memorandum to identify measures to be incorporated into the project design and construction documents, as applicable.

In support of that documentation, Ardurra will evaluate the project against the list of exceptions, as applicable and outlined in Section 15300.2 of the CEQA Guidelines, along with supporting technical memoranda for biological resources and cultural resources, and a hazards database search. Ardurra will draft a CEQA-compliant project description that identifies the project's physical components, summarizes existing and surrounding land uses, and describes the construction and operational characteristics of the project. Construction details will include equipment, duration of various activities, and any related demolition, grading, and construction phases. A regional location and local vicinity map will be prepared.

ELMT, will prepare a Biological Resources Report that encompasses a literature review, database searches, wetlands/jurisdictional waters review, and field investigation including documentation of the presence/absence of special-status resources such as western burrowing owl and Delhi Sands flower-loving fly. The report will document observed plant/wildlife species and jurisdictional drainage features and will include a brief analysis of the project's potential to impact biological resources, suggestions for further studies and focused surveys that may be needed prior to development, mitigation measures, and permit requirements, if needed. The final report will be sufficient to satisfy CEQA requirements.

BCR, will prepare a Cultural Resources Assessment that includes a records search at the South-Central Coastal Information Center (SCCIC) at CSU Fullerton. The results will be summarized to characterize the status and extent of previous cultural resource studies completed in the project area (including a one-mile radius), and to help predict resources expected within the project alignment. Additional land use history research will be performed through local repositories (including the Ontario Library and San Bernardino County Assessor records. BCR field staff will perform a pedestrian cultural resources survey of the accessible project alignment.

Based on review of the draft project description, we anticipate analysis of a 124-foot right of way centered on the existing Grove Avenue from Riverside Drive on the north to Eucalyptus Avenue on the south (approximately 2.0 miles). A preliminary review of aerial photographs from 1977 and 1980 have shown that six historic-period (i.e. 45+ years old) resources are located within the proposed impact area. California Register of Historical Resources (California Register) eligibility evaluations are necessary to determine significance under CEQA. Preliminary information from the City of Ontario indicates that three of these resources have previously been evaluated for California Register listing eligibility/CEQA significance. As such, these three resources will not require further consideration under this scope of work. The remaining three will require eligibility evaluation. Existing and proposed evaluations will be

used to recommend historic significance through the City's tier system, based on *The Ontario Plan 2050 Mitigation Monitoring and Reporting Program*. For the purposes of this proposal, a maximum of six historic-period resources will be photographed and documented (including updates for three previously recorded resources and intensive coverage for the remaining three).

Results from the activities described above will be summarized in a Cultural Resources Report. The report will include a project description, cultural setting, methods, results, California Register and City eligibility evaluations, and recommendations sections. Relevant maps and photographs will also be included. Department of Park and Recreation (DPR) 523 forms will be completed for a maximum of six historic-period cultural resources.

A paleontological overview for the project will be initiated with the Western Science Museum with results included in an appendix to the Cultural Resources Report. Tribal cultural resources will be assessed by contacting the Native American Heritage Commission to request a Sacred Lands File (SLF) Search. The results of the SLF will be appended to the Report. AB 52 Native American consultation outreach letters will be drafted for the City to send to Native American entities that have requested participation. The potential for impacts to buried cultural resources is assumed to be negative.

Technical information from online research and field surveys, along with Best Management Practices (BMPs) incorporated into an environmental compliance memorandum, which will document the CEQA NOE or MND finding. The Draft CEQA documentation will be submitted to the City review and comment.

Hazardous Materials Technical Memorandum

Ardurra will prepare a Hazardous Materials Technical Memorandum to support the CEQA evaluation and inform project design and construction planning. The memorandum will include a desktop review of readily available federal, state, and local environmental records and databases for the project corridor and surrounding area, including, as applicable, DTSC EnviroStor, State Water Resources Control Board GeoTracker, Cortese-listed sites, leaking underground storage tank records, cleanup sites, hazardous waste facilities, and other reasonably available regulatory sources.

The memorandum will summarize known or potential hazardous materials concerns within or near the project limits that could affect excavation, utility relocation, potholing, geotechnical investigation, soil management, dewatering, worker health and safety, or construction sequencing. The review will focus on identifying recognized environmental constraints relevant to the proposed roadway, drainage, wet utility, dry utility, utility undergrounding, and right-of-way improvements.

The memorandum will provide recommendations for construction-phase avoidance, minimization, and management measures, if warranted, such as soil observation protocols, procedures for encountering stained or odorous soil, suspect debris, underground storage tanks, contaminated groundwater, or other indications of contamination, and recommendations for additional investigation if higher-risk areas are identified. The memorandum will also identify hazardous materials-related commitments that should be incorporated into the environmental compliance memorandum and, where appropriate, the project specifications or contractor requirements.

Environmental Compliance Memorandum and Mitigation Plan

Ardurra will prepare an environmental compliance memorandum and mitigation plan (if required) and to identify, consolidate, and track environmental commitments, avoidance and minimization measures, best management practices, and mitigation measures developed through the CEQA evaluation and supporting technical studies. The memorandum will compile measures identified in the Biological Resources Report, Cultural Resources Assessment, paleontological overview, tribal cultural resources review, hazardous materials review, and other applicable environmental analyses prepared for the project.

The memorandum will identify the responsible party, timing of implementation, applicable project phase, and method of incorporation into the project plans, specifications, estimates, and/or contractor requirements, as appropriate. Measures may include, but are not limited to, biological resource protection measures, cultural and tribal cultural resource inadvertent discovery procedures, paleontological resource procedures, hazardous materials handling protocols, stormwater and erosion control BMPs, construction-related avoidance measures, and permit-related conditions, if applicable.

Ardurra will coordinate with the civil design team to identify environmental commitments that should be incorporated into the PS&E package, including general notes, special provisions, plan notes, bid items, or other contract-document mechanisms. The environmental compliance memorandum will be submitted to the City for one round of review and comment. Revisions will be incorporated into a final memorandum for use by the City and design team during final design, bidding, and construction coordination.

Assumptions

- The City will serve as CEQA lead agency and will be responsible for making the final CEQA determination and filing the Notice of Exemption; therefore, the City will assume CEQA lead agency responsibility, final CEQA determination, and filing of the Notice of Exemption will be performed by the City, and provided by Ardurra.
- The project will not require an Environmental Impact Report (EIR).
- Ardurra's environmental scope is limited to preparation of supporting CEQA documentation, technical studies, hazardous materials desktop review, environmental commitments tracking, and coordination with the design team for incorporation of applicable environmental commitments into the project plans and specifications.
- This scope does not include a Phase I Environmental Site Assessment, Phase II subsurface investigation, soil or groundwater sampling, hazardous building materials survey, waste characterization, remediation design, or agency case closure support. If the desktop review identifies conditions that warrant additional investigation or specialized hazardous materials services, Ardurra will notify the City and prepare a proposal for the additional scope work upon request.
- The Draft CEQA documentation will be submitted to the City for one round of review and comment. Revisions will be incorporated into the Final CEQA documentation.
- The City will be responsible for any and all filing fees payable to the San Bernardino County Clerk or other agencies.
- Coordination with public agencies is limited to the assumed scope above and budgeted hours provided.

Ardurra will provide draft and final Technical Memorandums for the City's review and approval. Following the City's approval of the TMs recommendations, Ardurra will prepare a preliminary design report (PDR) and 30% design drawings. Ardurra will provide a draft and final PDR for the City's review and approval.

Ardurra will prepare the 30% design drawings for the full width improvement of Grove Avenue from curb to curb. The 30% design drawings will consist of these disciplines:

- Roadway
- Drainage
- Potable Water
- Recycled Water
- Sewer

The other disciplines will be added to the 60% drawings, including Traffic Signal Plans, Signing and Striping Plans, Street Light Plans, Fiber Broadband Plans, and Structural Plans.

Task 5 – DRAWING SET - FULL WIDTH IMPROVEMENTS (CURB TO CURB ONLY)

NOTE: This scope assumes that all deliverables will be submitted electronically. The City has moved to processing all reviews, planchecks, encroachment permits, bidding the project, etc. via their online system.

Plans, Specs, and Estimates (60%, 90%, 100%) (No Bid Package)

The approved preliminary design will be advanced through the 60%, 90%, 100% milestones to prepare complete plans, specifications, and engineer's opinion of probable construction cost (PS&E) for the full width improvements (curb to curb only, no parkways, driveways, or sidewalks). Once the 100% PS&E for the full-width improvements are approved by the City, Ardurra will prepare a single Bid Package under Task 6. Ardurra assumes that the full-width improvements will include ultimate ROW limits (either through dedications, acquisition, or eminent domain). In addition, the full-width improvements will include the SCE Rule 20 undergrounding located behind the parkways, the SCE high voltage power poles relocation to behind the ultimate location of the curb. This assumption provides a clear corridor for the necessary utility improvements per the City's Standards.

Ardurra assumes the existing driveways will be designed to City Standards in their existing location. Under Task 6, at locations where the City provides Developer approved plans, the new driveways will be moved to their ultimate location shown by the Developer's plans (if available).

The subsequent milestones will include these disciplines plan sets, each with specific general sheets.

- Roadway Improvement Plans
- Drainage Improvement Plans
- Traffic Signal Plans
- Signing and Striping Plans
- Street Light Plans
- Fiber Broadband Plans
- Landscape Plans
- Sewer Improvement Plans
- Water Improvement Plans

- Recycled Water Improvement Plans
- Structural Plans

Additional clarifications where needed are described below to provide clear scope of work:

Traffic Signal Plans

Ardurra will prepare permanent traffic signal design plans (assuming three) and temporary traffic signal design plans for the intersection of Grove Ave. at E. Riverside Dr. (existing traffic signal location). Safety lighting and CCTV coverage at intersections will be incorporated into the traffic signal design plans. Ardurra will coordinate with the dry utilities subcontractor for electrical services to the traffic signals, and for vertical clearance with the SCE overhead power lines to the traffic signal poles. Design will be based on City standards and guidelines, CalTrans standards and guidelines, CA MUTCD, and Federal MUTCD as applicable.

Signing and Striping Plans

Ardurra will prepare signing and striping plans based on City standards and guidelines, CalTrans standards and guidelines, CA MUTCD, and Federal MUTCD as applicable.

Streetlight Plans

Ardurra will prepare plans for corridor streetlights. Corridor streetlighting design will be based on City standards for luminaire wattage and pole placement per roadway widths. Ardurra will coordinate with the dry utilities subcontractor for electrical services to streetlighting and for SCE overhead lines vertical clearance to streetlight poles. Ardurra will perform voltage drop and electrical load calculations for streetlights.

Fiber Broadband Plans

Ardurra will provide basemaps of the improvements, including the ROW at the time of construction, to the City's Broadband Team. It is our understanding that the City's Broadband Team will provide the Fiber layout, number of fibers, handhole locations, handhole sizing, and specifications to Ardurra. Ardurra will prepare detailed design plans for fiber broadband. Fiber design will be based on City's layout, standards, and specifications.

Landscape Plans

KTUA will develop construction drawings for the 28-foot wide median. The plans will include irrigation of planting areas at 20' scale, specifically calling out all pipe and equipment sizing and types, and will include legend and details required to install the irrigation system. A Water Efficient Landscape Worksheet shall be provided inclusive of the Hydrozone information table and Water budget calculations (MAWA, ETWU) as required by City. This also includes the recycled water title sheet required for the irrigation system. Planting Plans and Details will graphically locate and identify planting materials at 20' scale, including specific quantities, sizes and varieties, and will include details and a planting legend to install the plant materials.

Ardurra will prepare design plans for electrical and communications connections to irrigation controllers (up to four). Ardurra will coordinate with landscape architect, KTUA, for the location of irrigation controllers. Ardurra will coordinate with dry utilities subcontractor, Moran Utilities, for electrical services to irrigation controllers.

Structural Plans and Details – Basic Services

Ardurra will advance the preliminary structural design into final Construction Documents for the Ultimate Improvements. Structural Plans and Details will consist of large diameter piping (below grade); modifications to existing retaining wall adjacent to existing detention pond that is south-east of Riverside Drive; and up to 1,000 lineal feet of retaining walls (retained height up to 6').

TASK 6 – BID PACKAGE - EXCLUDING LAST LANE IMPROVEMENTS

NOTE: This scope assumes that all deliverables will be submitted electronically. The City has moved to processing all reviews, planchecks, encroachment permits, bidding the project, etc. via their online system.

Plans, Specs, and Estimates (Draft and Final Bid Package) (Assumed One Bid Package)

This scope includes updating the 100% plans approved by the City under Task 5 to screen the improvements of the last lane improvements. This change will result in major revisions to the plans to ensure constructability of the various improvements, utilities, etc. The full-width improvements developed under Task 5 will be screened back and shown as future improvements. This scope also includes redesign of the roadway, drainage, and utilities since some transitions may require major redesign efforts. Ardurra anticipates the revisions to the plans will include, but not limited, to, the following major items:

- Screen back curb and gutter and last lane road pavement and change construction notes to state future improvements
- Screen back streetlights, broadband, dry utilities, and other last lane improvements and change construction notes to state future improvements
- Signing and striping plans will be updated to show exclusion of last lane and transitions to existing conditions
- New utilities will need to be redesigned if they are located outside the City's existing ROW that will not be dedicated, acquired or taken possession of through eminent domain.
- Where SCE has existing power lines, redesign will be necessary to avoid the poles during the interim condition.

The last lane improvements included in the Bid Package will be those improvements along roadway segments where participating developers (DIF funds) will reimburse the City for constructing the last lane improvements. We assume the City will advise Ardurra of the participating developers prior to the development of the draft Bid Package. Ardurra has assumed two City reviews since the plans will require major revisions to screen back future improvements and update the designs to accommodate the various transitions and existing conditions. The last lane improvements will be limited to:

- Widen pavement from the center lane to the new curb and gutter
- Curb and gutter improvements (no parkway, no sidewalk)
- Grading transitions and interim retaining walls where required
- Temporary v-ditches or gutters to transition full-width improvements to interim improvements
- Streetlights (may be installed the entire length if they do not conflict with SCE, existing infrastructure, and the City obtains the ROW necessary--- TBD)
- Fiber Broadband improvements plans. Ardurra assumes that the City of Ontario Broadband group OntarioNet will perform fiber network design, splicing design, and field splicing.

The subsequent milestones will include these disciplines plan sets, each with specific general sheets.

- Roadway Improvement Plans
- Drainage Improvement Plans
- Traffic Signal Plans
- Signing and Striping Plans
- Street Light Plans
- Fiber Broadband Plans
- Landscape Plans
- Sewer Improvement Plans
- Water Improvement Plans
- Recycled Water Improvement Plans
- Structural Plans

Drainage Improvement Plans

The interim drainage design will establish interim grading, storm drain alignments, hydraulic grade lines, inlet locations, structures, downstream connections, and transition improvements necessary to maintain positive drainage throughout the interim condition. The approved hydraulic design prepared for the full-width improvements will be evaluated and updated, as necessary, to verify adequate performance of the phased drainage system while maintaining compatibility with the full-width improvements. The design will accommodate future frontage improvements by allowing construction of ultimate drainage facilities while maintaining hydraulic continuity with the interim drainage system and minimizing future reconstruction.

Streetlight Plans

Based on the segments of four lanes development versus two lanes, it is our understanding that some portions of the corridor may need interim lighting. Ardurra will evaluate options and discuss with the City to provide interim lighting either on SCE poles or by installing permanent poles, if feasible, to minimize rework for full width construction. Ardurra will perform voltage drop and electrical load calculations for streetlights.

TASK 7 – PERMITS

Permit Workplan and Log

Ardurra will track key decisions, contact information, permit requirements, and approvals throughout the duration of the project. The Log will be created using Microsoft Excel and will be shared using Sharepoint with the City PM. The following permitting requirements were identified:

- Water Quality Management Plan
- Engineering Report for Use of Recycled Water
- Division of Drinking Water
- Inland Empire Utilities Agency
- San Bernardino County Flood Control District

TASK 8 – SOUTHERN CALIFORNIA EDISON AND FRANCHISE UTILITIES

Moran Utility Services will begin their scope with the initial Master Planning efforts to ensure each dry utility company is prepared to engage in the coordination of needs as a result of the widening efforts. This includes acquisition of facility maps, team and utility meetings, coordination of project exhibits, as well as site visits. This initial planning effort will incorporate the City's overall project needs along with identifying associated utility company requirements.

Once this initial effort is complete, Moran will develop applicable design concepts and layouts for the dry utility systems, including both the overhead relocation and the ultimate underground conversion. This is an iterative process that includes the integration of several disciplines, and an ongoing participation in design team meetings. This consultant coordination begins at project inception and continues through issuance of final schematic design documents. Moran will prepare dry utility composite design consisting of applicable civil base files; electric and gas, and cable television facilities duct and structure plans, trench path and specifications.

Moran will coordinate with electric, gas, telecommunications, and cable television through final approvals, contracts, invoices, and easements. As the project progresses, the dry utility layout continues to be updated and distributed to the assigned design team members for review and input. Ultimately, the final composite will reflect all final site designs and will be a valuable plan during the construction phase. It will also be submitted to electric and gas to facilitate their design development and speed up the turnaround times of their final designs.

Based of the initial assumptions and project description, Moran Utilities identified the anticipated work orders (or scope) needed to provide dry utility services to the project.

WORK ORDER 1 – MASTER PLANNING
This work order supports the master planning efforts at the start of the project to ensure aspects of the project's scope are understood. Includes field visits, team meetings, master planning exhibit(s), general project oversight and coordination with stakeholders during initial phase(s), evaluation of the ultimate relocation of the transmission poles and the possible need to maintain a separate distribution system to serve existing properties and provide service to new city owned pedestals.

WORK ORDER 2 – OVERHEAD TO OVERHEAD TRANSMISSION RELOCATION
This work order supports the relocation of approximately 6,000 linear feet of existing overhead SCE transmission facilities. The relocation will commence just north of Riverside Dr and will conclude just east and west of Grove Ave. at Schaefer. Scope includes consulting, coordination, and dry utility composite plan. Includes up to one (1) independent relocation work order. If additional work orders are required to support the planned improvements, an addendum will be provided.

WORK ORDER 3 – OVERHEAD TO UNDERGROUND DISTRIBUTION AND COMMUNICATION CONVERSION
This work order supports the effort to coordinate the conversion of approximately 9,000 linear feet of existing overhead SCE distribution and communication facilities to an underground joint trench system. The conversion will commence just north of Riverside Dr. and will conclude just south of Edison Ave. Scope includes consulting, coordination, dry utility composite plan, and SCE applicant design assist services. Includes up to two (2) independent conversion work orders. If additional work orders are required to support the planned improvements, an addendum will be provided.

WORK ORDER 4 – OVERHEAD TO OVERHEAD SCE DISTRIBUTION AND COMMUNICATIONS RELOCATION
IF NEEDED, this work order supports the effort to relocate approximately 9,000 linear feet of existing SCE overhead distribution and communication lines. If needed, the relocation will commence just north of Riverside Dr. and will conclude just south of Edison Ave. Scope includes consulting, coordination, and dry utility composite plan. Includes up to two (2) independent relocation work orders. If additional work orders are required to support the planned improvements, an addendum will be provided.

WORK ORDER 5 – SCE TRANSMISSION CONSENT TO CONSTRUCT
This work order supports the consulting and coordination associated with obtaining SCE's consent to construct within their prescriptive rights and/or easement(s) associated with the 66kV and 2x 200kV transmission systems adjacent to Grove Ave. Additionally, all improvements planned within the 2x-220kV easement(s) crossing Grove Ave. approximately 875' north of Schaefer Ave will require review and approval of land use conformance by SCE. Includes up to one (1) independent consent submittal package. If additional consent submittals are required to support the planned improvements, an addendum will be provided.

WORK ORDER 6 – SCE DISTRIBUTION EASEMENT AND QUITCLAIM COORDINATION
This work order supports the consulting and coordination associated with granting easements for all of SCE's distribution equipment being relocated or installed within areas without prior rights. This work order will also support any quitclaims that become available as a result of relocating SCE's existing facilities. Includes two (2) independent easement and quitclaim requests. If additional requests are required to support the planned improvements, an addendum will be provided.

WORK ORDER 7 - EXISTING CUSTOMER DRY UTILITY SERVICE REFEEDS
This work order supports the research, consulting, and coordination of all dry utility service refeeds associated with the relocation of existing systems. Includes electric, communication, and natural gas service refeeds as needed. There are approximately thirty-two (32) properties that may require coordination to support the revised dry utility services. This work order includes up to thirty-two (32) requests.

WORK ORDER 8 – NEW SERVICES FOR PROPOSED IRR/TC/SLTL PEDESTALS
This work order supports new business line and service extensions to proposed irrigation, traffic control, and streetlight pedestals. Scope includes consulting, coordination, applicant design services, and processing of meter applications. Includes up to three (3) independent work orders. If additional work orders are required to support the planned improvements, an addendum will be provided.

TEAM MEETINGS
We have included a separate item to allow for team meeting participation. This will be billed monthly on an hourly basis only as meetings occur. Includes sixty (60) hours. If additional time is needed for team meetings, an addendum will be provided.

TASK 9 – BID PHASE SUPPORT SERVICES

During bidding, Ardurra will provide interpretation and consultation regarding questions and/or requests for clarification to the plans and specifications. Ardurra will assist and support the City by taking the lead in preparing bid addenda as required to provide clarification to contract documents and responses to Requests for Information (RFI). Ardurra will help City staff with technical details required for the staff report to the City Council. For scope purposes, it is assumed that bid phase services will be limited to one bid package.

Pre-Bid Conference
Ardurra will attend one (1) pre-bid meeting and answer questions from potential bidders. Ardurra will facilitate, prepare agenda, prepare meeting minutes, and distribute meeting minutes to City for publishing on its electronic bid management system, PlanetBids.

Request for Information (10 total)
Ardurra will respond to questions as directed by the City.

Prepare and Issue Addenda (3 total)
Ardurra will prepare up to three (3) addenda as required. The addenda will be submitted to City Staff for review and publishing on PlanetBids.

Review/Evaluate Bidder Qualifications
Ardurra will contact Bidders reference and review their qualifications meet the contract document requirements.

Bid Review & Recommendation for Award
Ardurra will perform a bid evaluation for the two lowest bids including, review of bid documents to ensure all forms were submitted and complete, contact references, and verify contractor and subcontractor's State licenses. Consultant will provide to the City, a written recommendation for award to the lowest responsible Bidder.

Conformed Documents
Ardurra will incorporate any design changes and/or clarifications arising from the biding phase questions and/or amendments into the contract documents to form a set of conformed documents. The conformed documents will be forward to the City in electronic format. City will print the necessary copies for Contractor's use and other project team members.

Task 10 – ADDITIONAL SERVICES

Additional Services (10%)

Additional services will be provided upon the City's request, up to an amount equal to 10% of the contracted fee. Work under this task will be pre-approved and defined by the Ardurra and the City in advance.

EXCLUSIONS:

Exclusions stated herein can easily be added upon the City's request. They are listed here for clarity on the division of work, scope of work understanding, and based on previous scoping meetings with the City.

1. Scope of services not listed above.
2. Onsite improvements
3. Multipurpose Trail is deferred to a later phase of this project
4. Traffic control plans will be prepared by the Contractor
5. Traffic study and traffic signal warrant analysis will be provided by the City
6. Design of the gas line
7. Escrow fees and title insurance, assumed the City will pay these directly
8. Permit fees, assumed the City will pay these directly

Design Fee Proposal
Grove Avenue Improvements

ARDURRA

	Task Item	Labor Hours																						Subconsultants								Sub Markup	Direct Costs	TOTAL
		Project Director	Quality Control	Project Manager	Assistant Project Manager	Roadway Lead	Traffic Lead	OMUC Utilities Lead	Storm Drain Lead	Electrical Lead	Permit Coordinator	Utility Coordinator	Structural Lead	Project Engineer V	Project Engineer IV	Project Engineer II	Engineer I	Project Designer V	CAD Designer III	CAD Designer II	Admin	Labor Hrs	Labor Costs	Surveyor	Potholing	Geotech	Landscape	Dry Utilities	Biologist	Archeologist	Land Acquisition			
																								O'Day	*BESS*	*Converse*	*KTUA*	*Moran*	*ELMT*	*BCR*	*Clark Land Solutions*	*10%*		
	2027 Billing Rates (2024 Rates Escalated 3% Annually)	$360	$317	$306	$220	$273	$273	$273	$273	$273	$229	$229	$220	$273	$229	$186	$180	$190	$169	$153	$124													
TASK 1	**PROJECT MANAGEMENT AND ADMINISTRATION**																																	
	PM & Admin, Progress Reporting, Invoicing	40		80	120	60			60												40	400	$ 103,000									$ -		$ 103,000
	Bi-Weekly Progress Meetings	40		80	120	100	60		100	24											40	564	$ 147,772									$ -		$ 147,772
	Project Decision Log	40		80	120		24														40	304	$ 76,792									$ -		$ 76,792
	Stakeholder Coordination Meetings	40		80	120		12														40	292	$ 73,516									$ -		$ 73,516
	Coordination Meetings with Other City's Consultants	120		120	120	80	40		80	24											40	624	$ 172,432									$ -		$ 172,432
																																PROJECT MANAGEMENT AND ADMINISTRATION		**$ 573,512**
TASK 2	**DATA COLLECTION AND REVIEW**																																	
	Data Collection and Review			2	4			4						40	24							74	$ 19,000									$ -	$1,200	$ 20,200
	Utility Research and Coordination			2	4			4				120		11					1			142	$ 33,236									$ -		$ 33,236
	Utility Potholing (50 total)			2	4			4						17	16	16			1			60	$ 14,034		$99,000							$ 9,900		$ 122,934
	Review Westlands GPR and Implement Findings			2	4			4						16	16	16						58	$ 13,592									$ -	$1,200	$ 14,792
	Surveying and Mapping			2	4			4						16					16			42	$ 9,656	$109,000								$ 10,900		$ 129,556
	Geotechnical Investigation (14 borings)			2	4			4						16								26	$ 6,952			$65,000						$ 6,500		$ 78,452
																																DATA COLLECTION AND REVIEW		**$ 399,170**
TASK 3	**RIGHT OF WAY SERVICES**																																	
	Right of Way Assessment (2 miles of Grove Avenue)			12	4			12							8				8			44	$ 11,012									$ -		$ 11,012
	Property Appraisals and Acquisition (23 parcels)			12	4																	16	$ 4,552								$317,000	$ 31,700		$ 353,252
	Plat and Legal Documents (31 total)			12	4	8								20		32						76	$ 18,148	$214,000								$ 21,400		$ 253,548
																																RIGHT OF WAY SERVICES		**$ 617,812**
TASK 4	**PRELIMINARY DESIGN AND 30% PLANS**																																	
	Tech Memo - Construction Cost Analysis for Last Lane Improvements		4	2	12	4	8	16	8					44		44			5			147	$ 35,389									$ -		$ 35,389
	Tech Memo - Existing Conditions Constraints		4	2	12	2		4	8					72	24	32			17			177	$ 42,319									$ -		$ 42,319
	Tech Memo - Design Criteria		4	2	12	2	6	4	14					16	24	16			1			101	$ 24,627									$ -		$ 24,627
	Tech Memo - Environmental CEQA Clearance		4	2	12						24			80	16			24				162	$ 40,080					$7,000	$18,000			$ 2,500		$ 67,580
	Tech Memo - Right of Way Assessment		4	2	12										24							42	$ 10,016									$ -		$ 10,016
	Tech Memo - Utility Impacts		4	2	12			16							24	40						98	$ 21,824									$ -		$ 21,824
	Tech Memo - Permit Workplan		4	2	12										24							42	$ 10,016									$ -		$ 10,016
	Tech Memo - Hydraulic Analysis (Water, Sewer, Recycled Water)		4	2	12									60								78	$ 20,900									$ -		$ 20,900
	Tech Memo - Hydraulic Analysis (Storm Drains)		6	2	12	8			20					128		196			28			400	$ 88,930									$ -		$ 88,930
	Tech Memo - Opinion of Probable Construction Cost		4	2	12	4	4	16	4					28	24	40			4			142	$ 33,420									$ -		$ 33,420
	Tech Memo - Opinion of Construction Schedule		4	2	12	1	2	16	1					14	24	30						106	$ 24,878									$ -		$ 24,878
	Preliminary Construction Plans (30%)		21	2	12	14		16	20					80	40	208		180	220			813	$ 164,627				$23,000					$ 2,300	$500	$ 190,427
	Draft Preliminary Design Report		27	2	12	2		16	4					32	80	64			3			242	$ 57,284									$ -		$ 57,284
	Final Preliminary Design Report		24	2	12	1		16	2					28	80	58						223	$ 52,799									$ -		$ 52,799
																																PRELIMINARY DESIGN AND 30% PLANS		**$ 680,409**
TASK 5	**DRAWING SET - FULL WIDTH IMPROVEMENTS (CURB TO CURB ONLY)**																																	
	Plans, Specs, and Estimates (60%, 90%, 100%) (No Bid Package)																																	
	Roadway Improvement Plans		60	2		160								360		680		20	400			1682	$ 359,472									$ -		$ 359,472
	Drainage Improvement Plans		16	2					80					160		280		20	200	200		958	$ 191,484									$ -		$ 191,484
	Traffic Signal Plans			2			40							210		150		20				422	$ 100,562									$ -		$ 100,562
	Signing and Striping Plans			2			40							140		80		20				282	$ 68,432									$ -		$ 68,432
	Street Light Plans			2			20							120		60		20				222	$ 53,792									$ -		$ 53,792
	Fiber Broadband Plans			2			20							90		60		20				192	$ 45,602									$ -		$ 45,602
	Landscape Plans			2			8							30		16		20				76	$ 17,762				$208,000					$ 20,800		$ 246,562
	Sewer Improvement Plans		60	2	16			48							80	120	120	120			80	646	$ 131,216									$ -		$ 131,216
	Water Improvement Plans		60	2	16			48							80	120	120	120			80	646	$ 131,216									$ -		$ 131,216
	Recycled Water Improvement Plans		60	2	16			48							80	120	120	120			80	646	$ 131,216									$ -		$ 131,216
	Structural Plans			2									80									82	$ 18,212									$ -		$ 18,212
	Quality Control and Interdisciplinary Reviews		180	2	12	2	80		2					4		4						286	$ 85,080									$ -		$ 85,080
	Opinion of Probable Construction Cost (OPCC)		8	2	12	4	12	24	12					44		26						144	$ 36,832									$ -		$ 36,832
	Opinion of Construction Schedule		4	2	12	4	4	24	12					24		6						92	$ 24,200									$ -		$ 24,200
	Public Works Contract (Front End)		4	2	12	4		24	12					24		6						88	$ 23,108									$ -		$ 23,108
	Technical Specifications		20	2	12	4	16	24	12					28		16						134	$ 35,500									$ -		$ 35,500
	Comment Review Workshop			2	12	4	8	12	2					22		16						78	$ 19,332									$ -		$ 19,332
	Comment Log Input and Responses		4	2	12	4	8	12	12					36		22						112	$ 28,268									$ -		$ 28,268
																																DRAWING SET - FULL WIDTH IMPROVEMENTS (CURB TO CURB ONLY)		**$ 1,730,086**
TASK 6	**BID PACKAGE - EXCLUDING LAST LANE IMPROVEMENTS**																																	
	Plans, Specs, and Estimates (Draft, Final, and Approved Bid Package) (Assumed One Bid Package)																																	
	Roadway Improvement Plans		24	2		160								360		680		20	400			1646	$ 348,060									$ -		$ 348,060
	Drainage Improvement Plans		16	2					80					160		280		20	200	200		958	$ 191,484									$ -		$ 191,484
	Traffic Signal Plans			2			20							120		120		20				282	$ 64,952									$ -		$ 64,952
	Signing and Striping Plans			2			30							160		100		20				312	$ 74,882									$ -		$ 74,882
	Street Light Plans			2			20							140		80		20				262	$ 62,972									$ -		$ 62,972
	Fiber Broadband Plans			2			10							70		40		20				142	$ 33,692									$ -		$ 33,692

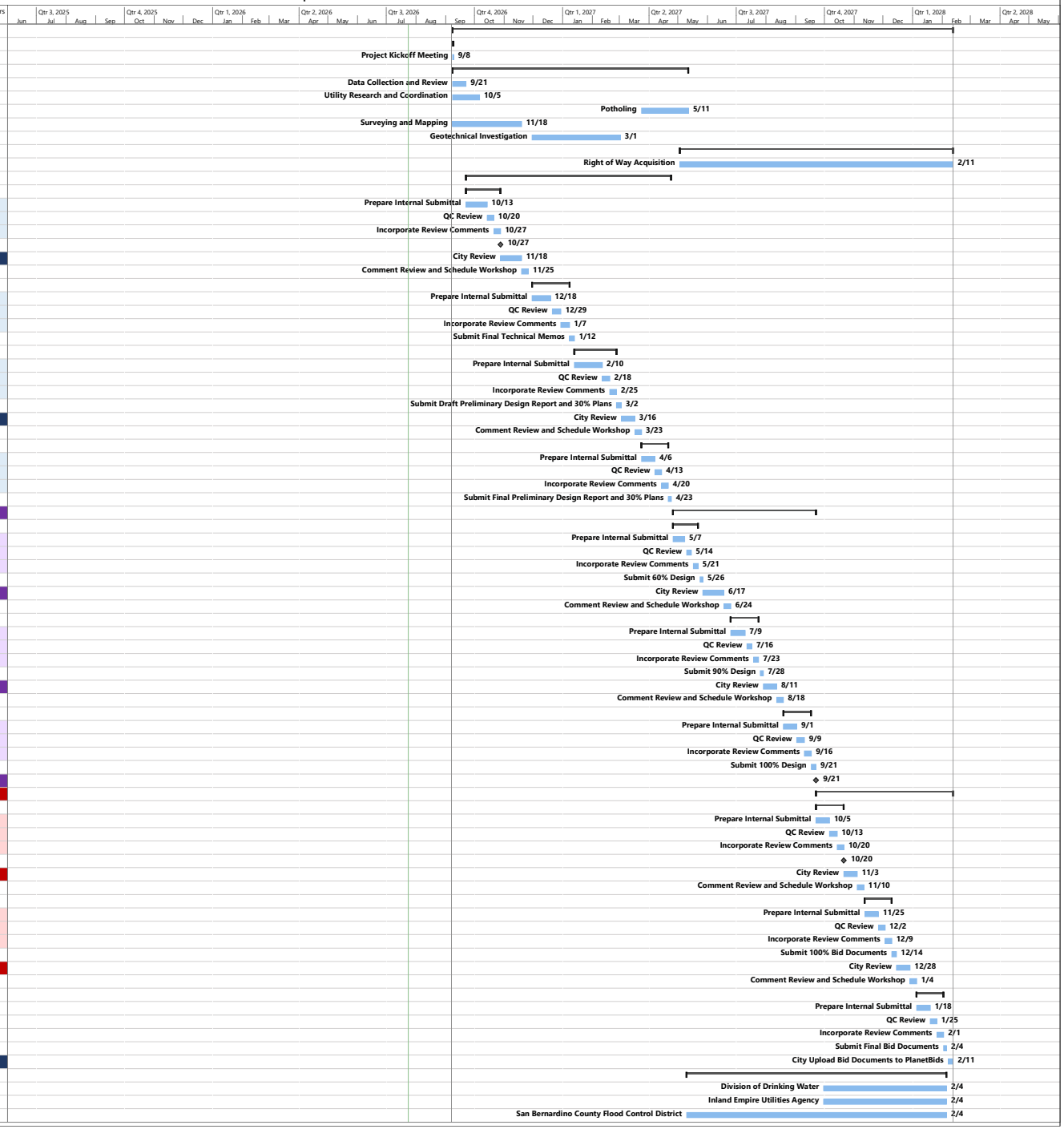
Design Fee Proposal
Grove Avenue Improvements

ARDURRA

	Task Item	Labor Hours																						Subconsultants								Sub Markup	Direct Costs	TOTAL
		Project Director	Quality Control	Project Manager	Assistant Project Manager	Roadway Lead	Traffic Lead	OMUC Utilities Lead	Storm Drain Lead	Electrical Lead	Permit Coordinator	Utility Coordinator	Structural Lead	Project Engineer V	Project Engineer IV	Project Engineer II	Engineer I	Project Designer V	CAD Designer III	CAD Designer II	Admin	Labor Hrs	Labor Costs	Surveyor	Potholing	Geotech	Landscape	Dry Utilities	Biologist	Archeologist	Land Acquisition			
																								O'Day	*BESS*	*Converse*	*KTUA*	*Moran*	*ELMT*	*BCR*	*Clark Land Solutions*	*10%*		
	2027 Billing Rates (2024 Rates Escalated 3% Annually)	$360	$317	$306	$220	$273	$273	$273	$273	$273	$229	$229	$220	$273	$229	$186	$180	$190	$169	$153	$124													
	Landscape Plans			2			8							30		16		20				76	$ 17,762				$16,000					$ 1,600		$ 35,362
	Sewer Improvement Plans		60	2	16			48							80	120	120	120			80	646	$ 131,216									$ -		$ 131,216
	Water Improvement Plans		60	2	16			48							80	120	120	120			80	646	$ 131,216									$ -		$ 131,216
	Recycled Water Improvement Plans		60	2	16			48							80	120	120	120			80	646	$ 131,216									$ -		$ 131,216
	Structural Plans			2									80									82	$ 18,212									$ -		$ 18,212
	Quality Control and Interdisciplinary Reviews		192	2		2	100		2					4		4						306	$ 91,704									$ -		$ 91,704
	Opinion of Probable Construction Cost (OPCC)		8	2	12	4	8	24	12					40		26						136	$ 34,648									$ -		$ 34,648
	Opinion of Construction Schedule		4	2	12	4	4	24	12					4		6						72	$ 18,740									$ -		$ 18,740
	Public Works Contract (Front End)		4	2	12	4		24	12					48		6						112	$ 29,660									$ -		$ 29,660
	Technical Specifications		20	2	12	4	16	24	12					52		16						158	$ 42,052									$ -		$ 42,052
	Comment Review Workshop			2	12	4	8	12	2					22		16						78	$ 19,332									$ -		$ 19,332
	Comment Log Input and Responses		4	2	12	4	8	12	12					36		22						112	$ 28,268									$ -		$ 28,268
																														BID PACKAGE - EXCLUDING LAST LANE IMPROVEMENTS				$ 1,467,668
TASK 7	PERMITS																																	
	Permit Workplan and Log			2	4			8			80					24						118	$ 26,460									$ -		$ 26,460
	Water Quality Management Plan (WQMP)			2	4				16		12			20	20	20						94	$ 22,368									$ -		$ 22,368
	Engineering Report (Recycled Water)			2	4						12											18	$ 4,240									$ -		$ 4,240
	Division of Drinking Water			2	4			8			12				24	16			24			90	$ 18,952									$ -		$ 18,952
	Inland Empire Utilities Agency			2	4			8			12				24	16			24			90	$ 18,952									$ -		$ 18,952
	San Bernardino County Flood Control District		2	2	4			8	10		12			18	24	46			24			150	$ 32,810									$ -	$500	$ 33,310
																																	PERMITS	$ 124,282
TASK 8	SOUTHERN CALIFORNIA EDISON AND FRANCHISE UTILITIES																																	
	Master Planning			12																		12	$ 3,672					$25,000				$ 2,500		$ 31,172
	OH to OH SCE Transmission Relocation			12																		12	$ 3,672					$126,000				$ 12,600		$ 142,272
	OH to UG SCE Distribution and Comm Conversion			12																		12	$ 3,672					$270,000				$ 27,000		$ 300,672
	OH to OH SCE Distribution and Comm Relocation			12																		12	$ 3,672					$207,000				$ 20,700		$ 231,372
	SCE Transmission Consent to Construct			12																		12	$ 3,672					$36,000				$ 3,600		$ 43,272
	SCE Distribution Easement and Quitclaim			12																		12	$ 3,672					$25,000				$ 2,500		$ 31,172
	Existing Customer Dry Ut Service Refeed (32 total)			13																		13	$ 3,978					$121,000				$ 12,100		$ 137,078
	New City Services (Irr/TC/Street Lights) (3 total)			14																		14	$ 4,284					$50,000				$ 5,000		$ 59,284
	Meetings (60 total)			15																		15	$ 4,590					$20,000				$ 2,000		$ 26,590
																																	SOUTHERN CALIFORNIA EDISON AND FRANCHISE UTILITIES	$ 1,002,884
TASK 9	BID PHASE SUPPORT SERVICES																																	
	Pre-Bid Conference			2	2		2		1					1		1						9	$ 2,330									$ -		$ 2,330
	Miscellaneous Bid Phase Services																																	
	Request for Information (10)			2	12	2	10	12	2					13		6			2			61	$ 15,353									$ -		$ 15,353
	Prepare and Issue Addenda (3)			2	12	2	6	12	1					27		12			4			78	$ 19,264									$ -		$ 19,264
	Review/Evaluate Bidder Qualifications			2	2	2	8							8								22	$ 5,966									$ -		$ 5,966
	Bid Review & Recommendation for Award			2	2	2	4		1					5		1						17	$ 4,514									$ -		$ 4,514
	Conformed Documents			2	4	2	2	12	1					14		4		24	8			73	$ 16,611									$ -		$ 16,611
																																	BID PHASE SUPPORT SERVICES	$ 64,038
TASK 10	ADDITIONAL SERVICES																																	
	Street Light Plans (TBD)																					0	$ -									$ -		$ -
	Fiber Optic Plans (TBD)																					0	$ -									$ -		$ -
	Title Reports (31 total)																					0	$ -	$27,000								$ 2,700		$ 29,700
	Additional Services (10%)																																	$ 745,507
																																	ADDITIONAL SERVICES	$ 775,207
	Total Hours:	280	1048	726	1114	668	676	752	641	48	164	120	160	3362	1020	4492	720	1228	1590	400	680	19889												
	Total Fee Proposal	$ 100,800	$332,216	$ 222,156	$ 245,080	$182,364	$184,548	$ 205,296	$ 174,993	$ 13,104	$ 37,556	$ 27,480	$ 35,200	$ 917,826	$ 233,580	$ 835,512	$129,600	$ 233,320	$ 268,710	$ 61,200	$84,320		$ 4,524,861	$350,000	$ 99,000	$ 65,000	$ 247,000	$ 880,000	$ 7,000	$ 18,000	$ 317,000	$198,300	$ 3,400	$7,455,068

Ontario Ranch West
Grove Avenue Improvements

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Grove Avenue Improvements**	**359 days**	**Tue 9/8/26**	**Fri 2/11/28**	
2	**Task 1 - Project Management**	**1 day**	**Tue 9/8/26**	**Tue 9/8/26**	
3	Project Kickoff Meeting	1 day	Tue 9/8/26	Tue 9/8/26	
4	**Task 2 - Data Collection and Investigations**	**166 days**	**Tue 9/8/26**	**Tue 5/11/27**	
5	Data Collection and Review	10 days	Tue 9/8/26	Mon 9/21/26	
6	Utility Research and Coordination	20 days	Tue 9/8/26	Mon 10/5/26	
7	Potholing	35 days	Wed 3/24/27	Tue 5/11/27	31
8	Surveying and Mapping	50 days	Tue 9/8/26	Wed 11/18/26	
9	Geotechnical Investigation	60 days	Mon 11/30/26	Mon 3/1/27	19
10	**Task 3 - Right of Way Services**	**200 days**	**Mon 5/3/27**	**Fri 2/11/28**	
11	Right of Way Acquisition	200 days	Mon 5/3/27	Fri 2/11/28	78FF
12	**Task 4 - Preliminary Design and 30% Plans**	**144 days**	**Tue 9/22/26**	**Fri 4/23/27**	
13	**Draft Technical Memos**	**25 days**	**Tue 9/22/26**	**Tue 10/27/26**	
14	*Prepare Internal Submittal*	*15 days*	*Tue 9/22/26*	*Tue 10/13/26*	*5*
15	*QC Review*	*5 days*	*Wed 10/14/26*	*Tue 10/20/26*	*14*
16	*Incorporate Review Comments*	*5 days*	*Wed 10/21/26*	*Tue 10/27/26*	*15*
17	**Submit Draft Technical Memos**	**0 days**	**Tue 10/27/26**	**Tue 10/27/26**	**16**
18	**City Review**	**15 days**	**Wed 10/28/26**	**Wed 11/18/26**	**17**
19	Comment Review and Schedule Workshop	5 days	Thu 11/19/26	Wed 11/25/26	18
20	**Final Technical Memos**	**25 days**	**Mon 11/30/26**	**Thu 1/7/27**	
21	*Prepare Internal Submittal*	*15 days*	*Mon 11/30/26*	*Fri 12/18/26*	*19*
22	*QC Review*	*5 days*	*Mon 12/21/26*	*Tue 12/29/26*	*21*
23	*Incorporate Review Comments*	*5 days*	*Wed 12/30/26*	*Thu 1/7/27*	*22*
24	**Submit Final Technical Memos**	**3 days**	**Fri 1/8/27**	**Tue 1/12/27**	**23**
25	**Draft Preliminary Design Report and 30% Plans**	**30 days**	**Wed 1/13/27**	**Thu 2/25/27**	
26	*Prepare Internal Submittal*	*20 days*	*Wed 1/13/27*	*Wed 2/10/27*	*24*
27	*QC Review*	*5 days*	*Thu 2/11/27*	*Thu 2/18/27*	*26*
28	*Incorporate Review Comments*	*5 days*	*Fri 2/19/27*	*Thu 2/25/27*	*27*
29	**Submit Draft Preliminary Design Report and 30% Plans**	**3 days**	**Fri 2/26/27**	**Tue 3/2/27**	**28**
30	**City Review**	**10 days**	**Wed 3/3/27**	**Tue 3/16/27**	**29**
31	Comment Review and Schedule Workshop	5 days	Wed 3/17/27	Tue 3/23/27	30
32	**Final Preliminary Design and 30% Plans**	**20 days**	**Wed 3/24/27**	**Tue 4/20/27**	
33	*Prepare Internal Submittal*	*10 days*	*Wed 3/24/27*	*Tue 4/6/27*	*31*
34	*QC Review*	*5 days*	*Wed 4/7/27*	*Tue 4/13/27*	*33*
35	*Incorporate Review Comments*	*5 days*	*Wed 4/14/27*	*Tue 4/20/27*	*34*
36	**Submit Final Preliminary Design Report and 30% Plans**	**3 days**	**Wed 4/21/27**	**Fri 4/23/27**	**35**
37	**Task 5 - Drawing Set - Full Width Improvements (Curb to Curb)**	**104 days**	**Mon 4/26/27**	**Tue 9/21/27**	
38	**60% Design**	**20 days**	**Mon 4/26/27**	**Fri 5/21/27**	**36**
39	*Prepare Internal Submittal*	*10 days*	*Mon 4/26/27*	*Fri 5/7/27*	
40	*QC Review*	*5 days*	*Mon 5/10/27*	*Fri 5/14/27*	*39*
41	*Incorporate Review Comments*	*5 days*	*Mon 5/17/27*	*Fri 5/21/27*	*40*
42	**Submit 60% Design**	**3 days**	**Mon 5/24/27**	**Wed 5/26/27**	**41**
43	**City Review**	**15 days**	**Thu 5/27/27**	**Thu 6/17/27**	**42**
44	Comment Review and Schedule Workshop	5 days	Fri 6/18/27	Thu 6/24/27	43
45	**90% Design**	**20 days**	**Fri 6/25/27**	**Fri 7/23/27**	
46	*Prepare Internal Submittal*	*10 days*	*Fri 6/25/27*	*Fri 7/9/27*	*44*
47	*QC Review*	*5 days*	*Mon 7/12/27*	*Fri 7/16/27*	*46*
48	*Incorporate Review Comments*	*5 days*	*Mon 7/19/27*	*Fri 7/23/27*	*47*
49	**Submit 90% Design**	**3 days**	**Mon 7/26/27**	**Wed 7/28/27**	**48**
50	**City Review**	**10 days**	**Thu 7/29/27**	**Wed 8/11/27**	**49**
51	Comment Review and Schedule Workshop	5 days	Thu 8/12/27	Wed 8/18/27	50
52	**100% Design**	**20 days**	**Thu 8/19/27**	**Thu 9/16/27**	
53	*Prepare Internal Submittal*	*10 days*	*Thu 8/19/27*	*Wed 9/1/27*	*51*
54	*QC Review*	*5 days*	*Thu 9/2/27*	*Thu 9/9/27*	*53*
55	*Incorporate Review Comments*	*5 days*	*Fri 9/10/27*	*Thu 9/16/27*	*54*
56	**Submit 100% Design**	**3 days**	**Fri 9/17/27**	**Tue 9/21/27**	**55**
57	**Drawing Set - Full Width Improvements - COMPLETE**	**0 days**	**Tue 9/21/27**	**Tue 9/21/27**	**56**
58	**Task 6 - Bid Package - Excluding Last Lane Improvements**	**101 days**	**Wed 9/22/27**	**Fri 2/11/28**	
59	**60% Bid Documents**	**20 days**	**Wed 9/22/27**	**Wed 10/20/27**	
60	*Prepare Internal Submittal*	*10 days*	*Wed 9/22/27*	*Tue 10/5/27*	*57*
61	*QC Review*	*5 days*	*Wed 10/6/27*	*Wed 10/13/27*	*60*
62	*Incorporate Review Comments*	*5 days*	*Thu 10/14/27*	*Wed 10/20/27*	*61*
63	**Submit Draft Bid Documents**	**0 days**	**Wed 10/20/27**	**Wed 10/20/27**	**62**
64	**City Review**	**10 days**	**Thu 10/21/27**	**Wed 11/3/27**	**63**
65	Comment Review and Schedule Workshop	5 days	Thu 11/4/27	Wed 11/10/27	64
66	**100% Bid Documents**	**20 days**	**Fri 11/12/27**	**Thu 12/9/27**	**65**
67	*Prepare Internal Submittal*	*10 days*	*Fri 11/12/27*	*Thu 11/25/27*	
68	*QC Review*	*5 days*	*Fri 11/26/27*	*Thu 12/2/27*	*67*
69	*Incorporate Review Comments*	*5 days*	*Fri 12/3/27*	*Thu 12/9/27*	*68*
70	**Submit 100% Bid Documents**	**3 days**	**Fri 12/10/27**	**Tue 12/14/27**	**69**
71	**City Review**	**10 days**	**Wed 12/15/27**	**Tue 12/28/27**	**70**
72	Comment Review and Schedule Workshop	5 days	Wed 12/29/27	Tue 1/4/28	71
73	**Final Bid Documents**	**20 days**	**Wed 1/5/28**	**Tue 2/1/28**	**72**
74	*Prepare Internal Submittal*	*10 days*	Wed 1/5/28	Tue 1/18/28	
75	*QC Review*	*5 days*	Wed 1/19/28	Tue 1/25/28	74
76	*Incorporate Review Comments*	*5 days*	Wed 1/26/28	Tue 2/1/28	75
77	**Submit Final Bid Documents**	**3 days**	Wed 2/2/28	Fri 2/4/28	76
78	**City Upload Bid Documents to PlanetBids**	**5 days**	**Mon 2/7/28**	**Fri 2/11/28**	**77**
79	**Task 7 - Permits**	**190 days**	**Mon 5/10/27**	**Fri 2/4/28**	
80	Division of Drinking Water	90 days	Thu 9/30/27	Fri 2/4/28	77FF
81	Inland Empire Utilities Agency	90 days	Thu 9/30/27	Fri 2/4/28	77FF
82	San Bernardino County Flood Control District	190 days	Mon 5/10/27	Fri 2/4/28	77FF



Attachment B

Exhibit “B” – SCHEDULE OF SERVICES

Exhibit B

Vendor Name: Ardurra Group
Agreement Type: DSA - Amendment 5.0 to the On-Call Design Services
Description of Scope: Professional Engineering Design Services for Grove Avenue Corridor Project

Documents	Date Executed	Task No.	Agreement Value	Total Not to Exceed Limit Fee	Description	PO No.
Original Agreement	6/4/2024	0.0	$ 200,000.00	$ 200,000.00	On-Call Engineering Design Services	N/A
Task Order No. 0.1		1.0	$ 200,000.00	$ 400,000.00	Task Order 0.1 authorizes the consultant to use $25,000 to Provide as-needed engineering design services for Regional Sports Complex - Sewer Improvements at Vineyard.	
Task Order No. 0.2		2.0	$ 400,000.00	$ 400,000.00	Provide as-needed engineering design services for UT1097 Western Trunk Sewer - Interim Diversion	07166
Task Order No. 0.3		3.0	$ 400,000.00	$ 400,000.00	Provide as-needed engineering design services for UT1065 Water Main Improvements.	
Task Order No. 0.4		4.0	$ 600,000.00	$ 600,000.00	Provide as-needed engineering design services for UT1097 Western Trunk Sewer - Interim Diversion	08507
Amendment No.1	7/16/2024		$ 1,784,432.00	$ 2,384,432.00	D&C23-025 Sport Complex Offsites - revise the scope of services and add funds	
Amendment No.2	11/19/2024		$ 72,780.00	$ 2,457,212.00	D&C23-025 Sports Complex Offsites	
Amendment No.3	10/7/2025		$ 588,842.00	$ 3,046,054.00	D&C23-025c Sports Complex Offsites, Phase 2	
Amendment No.4	4/7/2026		$ 2,066,021.00	$ 5,112,075.00	Engineering design services for UT1096 Western Trunk Sewer Project	08367
Amendment No. 5	6/2/2026		$ 664,696.00	$ 5,776,771.00	D&C23-025 Sports Complex Offsites - revise the scope of services and add funds	
Amendment No. 6	9/15/2026		$ 7,455,068.00	$ 13,231,839.00	UT1103 Grove Avenue Corridor Improvements	TBD
				$ 13,231,839.00		
				Total Not to Exceed Fee		

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764 (909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND FEHR & PEERS

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 Fehr & Peers, an S 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 "Design Services Agreement for Services" dated **April 2, 2024** ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to provide additional On-Call Transportation Planning and Traffic Engineering Design Services for the Ontario Ranch West – Traffic Study for Ontario Ranch Road and Grove Avenue Corridors for a revised cumulative contract total not-to-exceed amount of **Six Hundred Eighty-Six Thousand, Two Hundred Eleven Dollars ($686,211).** The Parties have heretofore entered into that Amendment No. 1 dated April 7, 2026.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.8 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.10.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3.10.1 Consultant's Compensation for Basic Services. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The maximum compensation for Services to

be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Six Hundred Eighty-Six Thousand, Two Hundred Eleven Dollars ($686,211)** without written approval of the City Council or City Manager, as applicable. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement."

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.4 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO THE DESIGN SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF ONTARIO AND FEHR & PEERS

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

FEHR & PEERS

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

EXHIBIT "B"

SEE ATTACHMENT

Fehr & Peers

July 8, 2026

Jay Bautista, P.E., T.E.
Traffic/Transportation Manager
City of Ontario
303 East B Street
Ontario, CA 91764

Subject: Proposal for Ontario Ranch West Traffic Study Task Order – 01 Ontario Ranch Road Corridor

Dear Jay:

Thank you for contacting Fehr & Peers to assist you with traffic analysis support for the Ontario Ranch West Traffic Study. As requested, we have prepared three separate task orders for the requested three corridors, which can be found at the following link: https://www.google.com/maps/d/edit?mid=1nWMUkN62jscHfx20ZugFm9llyWXVD0A&usp=sharing [google.com]

This task order is for the Ontario Ranch Road corridor which consists of nine intersections. Our proposed scope of work, schedule, and fee estimate are described below.

Scope of Work

TASK 1 – DATA REVIEW AND FORECASTING PREPARATION

Fehr & Peers will prepare traffic analysis to support the intersection designs at nine intersections along Ontario Ranch Road.

Fehr & Peers utilize available recent traffic studies, available traffic count data, and the SBTAM+ model created and recently updated to account for the City's General Plan Update and recent General Plan Amendments to support the development of weekday AM and PM peak hour traffic forecasts for a 2050 buildout year. It is expected that some minor intersections will not have available data and traffic will be estimated by balancing between intersections with data. This scope assumes that no new model runs will be needed.

Fehr & Peers will summarize the data and new forecasts into a Draft Traffic Data and Forecasting Technical Memorandum for review and comment by the City of Ontario. We will respond to one round of comments and begin Task 2.

TASK 2 – TRAFFIC OPERATIONS AND DESIGN RECOMMENDATIONS

Fehr & Peers will use the Synchro 12 Software to prepare the AM and PM peak hour traffic operations assessment at each intersection. This analysis will confirm lane configurations and turn pocket lengths against the City's Street Standards and identify if additional lanes, special traffic signal phasing, extended turn pockets, or other modifications are needed at each location.

Fehr & Peers will summarize the analysis into draft Traffic Operations and Design Recommendations Technical Memorandum that will include traffic volume figures with lane configurations and turn pocket lengths. We will respond to one round of comments and resubmit as final.

Fee and Schedule

Fehr & Peers will perform this work for a fixed fee of $16,000.

We will submit the draft letter report within four weeks following receipt of written authorization to proceed. Invoices will be submitted monthly for services rendered and are due and payable upon receipt.

If the terms of this proposal are acceptable to you, this letter can serve as our contractual agreement. In that case, please return a signed copy of this letter to us.

We look forward to working with you on this project. If you have any questions or comments, please contact Paul Herrmann at (949) 308-6318.

Sincerely,

FEHR & PEERS

Paul Herrmann, T.E.
Principal

OC26-P3004.01

Fehr & Peers

July 8, 2026

Jay Bautista, P.E., T.E.
Traffic/Transportation Manager
City of Ontario
303 East B Street
Ontario, CA 91764

Subject: Proposal for Ontario Ranch West Traffic Study Task Order – 02 Grove Avenue Corridor

Dear Jay:

Thank you for contacting Fehr & Peers to assist you with traffic analysis support for the Ontario Ranch West Traffic Study. As requested, we have prepared three separate task orders for the requested three corridors, which can be found at the following link: https://www.google.com/maps/d/edit?mid=1nWMUkN62jscHfx20ZugFm9llyWXVD0A&usp=sharing [google.com]

This task order is for the Grove Avenue corridor which consists of four intersections. Our proposed scope of work, schedule, and fee estimate are described below.

Scope of Work

TASK 1 – DATA REVIEW AND FORECASTING PREPARATION

Fehr & Peers will prepare traffic analysis to support the intersection designs at four intersections along Grove Avenue.

Fehr & Peers utilize available recent traffic studies, available traffic count data, and the SBTAM+ model created and recently updated to account for the City's General Plan Update and recent General Plan Amendments to support the development of weekday AM and PM peak hour traffic forecasts for a 2050 buildout year. It is expected that some minor intersections will not have available data and traffic will be estimated by balancing between intersections with data. This scope assumes that no new model runs will be needed.

Fehr & Peers will summarize the data and new forecasts into a Draft Traffic Data and Forecasting Technical Memorandum for review and comment by the City of Ontario. We will respond to one round of comments and begin Task 2.

TASK 2 – TRAFFIC OPERATIONS AND DESIGN RECOMMENDATIONS

Fehr & Peers will use the Synchro 12 Software to prepare the AM and PM peak hour traffic operations assessment at each intersection. This analysis will confirm lane configurations and turn pocket lengths against the City's Street Standards and identify if additional lanes, special traffic signal phasing, extended turn pockets, or other modifications are needed at each location.

Fehr & Peers will summarize the analysis into draft Traffic Operations and Design Recommendations Technical Memorandum that will include traffic volume figures with lane configurations and turn pocket lengths. We will respond to one round of comments and resubmit as final.

Fee and Schedule

Fehr & Peers will perform this work for a fixed fee of $6,000.

We will submit the draft letter report within four weeks following receipt of written authorization to proceed. Invoices will be submitted monthly for services rendered and are due and payable upon receipt.

If the terms of this proposal are acceptable to you, this letter can serve as our contractual agreement. In that case, please return a signed copy of this letter to us.

We look forward to working with you on this project. If you have any questions or comments, please contact Paul Herrmann at (949) 308-6318.

Sincerely,

FEHR & PEERS

Paul Herrmann, T.E.
Principal

OC26-P3004.02

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND HARRIS & ASSOCIATES, INC.

1. Parties and Date.

This Amendment No. 1 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Harris & Associates, Inc, a California 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 "Professional Services Agreement" dated **July 1, 2025** ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to provide additional Professional Engineering Plan Check services for the Ontario Ranch West – Engineering Design of Ontario Ranch Road and Grove Avenue Corridors for a revised cumulative contract total not-to-exceed amount of **Five Million, Three Hundred and Ninety-Four Thousand, Nine Hundred and Seventy-Two Dollars ($5,394,972).**

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.2 of the Agreement.

3. Terms.

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

> "3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **five million, three hundred and ninety-four thousand, nine hundred and seventy-two**

dollars ($5,394,972) without written approval by 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 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND HARRIS & ASSOCIATES, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

HARRIS & ASSOCIATES, INC.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

EXHIBIT "C"

Harris & Associates

August 13, 2026

Mr. Jeffrey Tang, PE
Principal Engineer
City of Ontario
Engineering Department
303 East B Street
Ontario, CA 91764

RE: Ontario Ranch Road / Grove Corridor Plan Check Proposal

Dear Jeff,

Pursuant to your request by email dated July 28, 2026, we understand that OMUC is leading an effort to design and improve Ontario Ranch Road and Grove Avenue throughout the Ontario Ranch West development. OMUC has solicited a proposal from WestLAND Group, Inc. (WLG) to prepare designs for infrastructure improvements for Ontario Ranch Road and a proposal from Ardurra to prepare designs for infrastructure improvements for Grove Avenue.

In preparing this proposal we were provided with a portion of WLG's and Ardurra's proposals to OMUC to review their scopes of work, deliverables and schedule. We are also provided a proposal from Scott D. Walker with Danken Construction Engineering Group (DCEG) to provide constructability review services for the Ontario Ranch Road Bridge – Phase 2 (as described in their letter dated August 11, 2026).

WLG identified the following for Ontario Ranch Road:

<u>Ontario Ranch Road: Euclid Ave. to Archibald Ave. (17,500 linear feet)</u>

Street Improvements

- *Ultimate Improvement Plans: 160' ultimate R/W width / 130' curb-curb roadway width with 26' landscaped median; 4 travel lanes in each direction*
- *Construction Plans: Initial construction phase without last-lane improvements to include 3 travel lanes in each direction omitting future outer lane, curb/gutter/sidewalk and parkway improvements*
- *Includes traffic signals, signing, striping, and if required by traffic study – bicycle lane striping/pavement markings; and schematic layout of street lights only*

Domestic Water Improvements

- *ORR from Euclid Ave. to Bon View Ave.; from Grove Ave. to west of Cucamonga Channel*

Recycled Water Improvements

- *ORR from Euclid Ave. to west of Cucamonga Channel*

Sewer Improvements

- *Sewer Study of potential east-west public sewer improvements along the ORR corridor*

Storm Drain Improvements

- *Master-planned drainage facilities within ORR from Euclid Ave. to Archibald Ave.*

Hydrology/Drainage Studies

- *Offsite Hydrology Analysis, Roadway Hydrology, Conceptual Drainage/WQP, Hydrology/Hydraulic Report, WQMP*

(Note certain optional services are listed in WLG's scope that may be added to our proposal subject to OMUC and the City agreeing to the inclusion of those optional services in the future.)

Ontario Ranch Road Bridge – Phase 2

- *Structural bridge plans*

Harris will include DCEG as a subconsultant Harris to provide the scope of services identified in their August 11, 2026, proposal. It is our understanding that DCEG will be added to our team via this proposal and the associated City amendment to our on-call agreement with the City. DCEG will provide the following scope of review: *Evaluate the bridge design documents to identify potential construction issues, assess site conditions and access, analyze construction methods and sequencing, review specifications for clarity and feasibility, identifying potential cost and schedule risks, suggest design modifications to improve buildability, and provide recommendations to optimize the project for efficient construction, all with the goal of minimizing change orders and delays during the construction phase*. It is understood that a formal third-party structural engineering review is not contemplated by DCEG's review.

<u>ORR Deliverables:</u>

- Preliminary Design Report (30%), Technical Memorandum and Reports
- 60% Design Submittal (Ultimate Improvement)
- 60% Design Submittal (Interim Construction)
- 90% Design Submittal (Ultimate Improvement)
- 90% Design Submittal (Interim Construction)
- 100% Design Submittal (Ultimate Improvement)
- 100% Design Submittal (Interim Construction)

A schedule was not provided for Ontario Ranch Road in the WLG document provided to us.

Harris & Associates

Ardurra identified the following for Grove Avenue:

Grove Avenue: Riverside Ave. to Eucalyptus Ave. (2 miles)

Roadway Improvement Plans (curb-curb only)

- *(Assumed Master Planned Ultimate Improvements as Other Principal Arterial): 124' ultimate R/W width / 84' curb-curb roadway width with 28' landscaped median; 2 travel lanes in each direction*
- *Construction Plans: Initial construction phase without last-lane improvements to include 1 travel lane in each direction omitting future outer lane, curb/gutter/sidewalk and parkway improvements*

Drainage Improvement Plans

- *Master-planned drainage facilities within Grove Avenue from Ontario Ranch Road to Eucalyptus Ave. (the segment north of Ontario Ranch Road is subject to SBCFC review/approval)*

Traffic Signal Plans

- *Three traffic signals at unspecified intersections along the corridor, and 1 temporary traffic signal design at Grove Ave./Riverside Ave.*

Signing and Striping Plans

- *Signing / striping plans along the corridor*

Street Light Plans

- *Street light plans along the corridor*

Fiber Broadband Plans

- *Fiber broadband plans along the corridor*

Landscape Plans

- *Median landscape plans along the corridor*

Sewer Improvement Plans

- *Public sewer system improvements along the corridor*

Water Improvement Plans

- *Public water system improvements along the corridor*

Recycled Water Improvement Plans

- *Public recycled water system improvements along the corridor*

Structural Plans

- *Large diameter piping (Below grade), modifications to existing retaining wall adjacent to existing detention pond southeast of Riverside Drive, and up to 1,000 LF of retaining walls (up to 6' height).* ***Note Harris is excluding structural engineering review services of Ardurra's plans from this proposal, and it is our understanding these plans will be reviewed through the City's internal plan check process.**

Grove Avenue Deliverables:

- Preliminary Design (30%) / Tech Memos
- 60% Design Submittal (Ultimate Improvement)
- 90% Design Submittal (Ultimate Improvement)
- 100% Design Submittal (Ultimate Improvement)
- 60% Design Submittal (Interim Construction)
- 100% Design Submittal (Interim Construction)

Harris & Associates

Ardurra identified the following schedule for Grove Avenue:

- 10/27/26: Delivery of Draft Technical Memos
- 10/28/26 to 11/18/26: 15 Day City Review **
- 3/2/27: Submit PDR / 30% Plans
- 3/3/27 to 3/16/27: 10 Day City Review **
- 4/23/27: Submit Final PDR / Final 30% Plans
- 5/26/27: Submit 60% Plans
- 5/27/27 to 6/17/27: 15 Day City Review **
- 7/28/27: Submit 90% Plans
- 7/29/27 to 8/11/27: 10 Day City Review **
- 9/21/27: Submit 100% Plans
- 10/20/27: Submit 60% Interim Plans
- 10/21/27 to 11/3/27: 10 Day City Review **
- 12/14/27: Submit 100% Interim Plans
- 12/15/27 to 12/28/27: 10 Day City Review **

Harris & Associates

Proposed Plan Check Fee Estimate

Our effort for plan check services is generally developed in accordance with the estimated construction costs associated with the public improvements. As the public improvement quantities and costs are unknown at this time, we developed a preliminary construction cost estimate for the various public improvements using geometric assumptions for the full-width corridor improvements and generally understood City standards for utility infrastructure improvements. Enclosed herewith is the full spreadsheet we have developed documenting our preliminary estimate of the value of the anticipated public improvements and summarized below.

Our proposal is contingent on the understanding that our preliminary estimate of the quantities of the public improvements may be refined and updated with each milestone submittal made by WLG and Ardurra, and that this proposal may be subject to revision based on future revalidation of their respective quantities developed with the updated infrastructure improvement plans.

A. ONTARIO RANCH ROAD (WestLAND Group) - 17,500 LF		
	Street	$25,512,500
	Potable Water	$3,893,541
	Recycled Water	$3,895,761
	Sanitary Sewer (analysis / tech memo only - no plans)	-
	Storm Drain	$3,857,529
	Street Lighting	$1,660,443
	Fiber Optic	$1,111,067
Subtotal - Ontario Ranch Road		**$39,930,841**
B. GROVE AVENUE (Ardurra) - 10,560 LF (2.0 miles)		
	Street (incl. landscape, street lighting, fiber optic)	$13,312,970
	Potable Water	$1,917,107
	Recycled Water	$2,053,246
	Sanitary Sewer	$1,672,169
	Storm Drain	$3,384,445
Subtotal - Grove Avenue		**$22,339,937**
TOTAL ESTIMATED CONSTRUCTION COST - BASE SCOPE		**$62,270,778**

Based on the preliminary estimates shown above, the City's plan check fee – and corresponding Harris plan check fee at 70% of the City fee – is summarized below.

A. Ontario Ranch Road		
	Estimated value of public improvements	$39,930,841
	City plan check fee	**$1,445,496**
	Harris plan check fee (70% of City plan check fee)	**$1,011,848**
B. Grove Avenue		
	Estimated value of public improvements	$22,339,937
	City plan check fee	**$808,706**
	Harris plan check fee (70% of City plan check fee)	**$566,094**
C. Combined program		
	Estimated value of public improvements	$62,270,778
	City plan check fee	**$2,254,202**
	HARRIS PLAN CHECK FEE - PROPOSED	**$1,577,942**

We propose an initial estimated plan check fee of **$1,577,942** for review of the full width ultimate street improvement plans and associated infrastructure plans based on our very preliminary estimate of the quantities of public improvements.

Harris & Associates

Constructability review of the Ontario Ranch Road Bridge (Phase 2) performed by DCEG:

- DCEG T&M NTE fee: $34,120
- Harris 10% Mark-Up: $3,412
- Total: **$37,352**

To the extent that the City requests Harris to review subsequent construction phase "Interim" improvement plans, where the ultimate street improvement plans are reconfigured to eliminate the outer right lane and parkway improvements, we have also prepared a preliminary estimate of the quantities of the interim street improvements. Considering our prior review of the ultimate street improvement plans, we propose a 75% discounted plan review fee (equal to 25% of the regular plan review fee). Based on the preliminary quantities, and the corresponding City plan check fee we propose a discounted 25% supplemental plan check fee of **$206,750** for review of the reconfigured Interim street improvement plans as summarized below.

Separate street improvement valuation excluding the last right-hand lane in each direction and the curb and gutter improvements in each direction. Street improvements only.		
A. Ontario Ranch Road (Interim)		
	Estimated value of public improvements	$21,659,551
	City plan check fee	$784,076
	Harris plan check fee (70% of City plan check fee)	$548,853
	Discounted Harris plan check fee @ 25%	**$137,213**
B. Grove Avenue (Interim)		
	Estimated value of public improvements	$10,976,543
	City plan check fee	$397,351
	Harris plan check fee (70% of City plan check fee)	$278,146
	Discounted Harris plan check fee @ 25%	**$69,536**
C. Combined program (Interim Street Plans)		
	Estimated value of public improvements	$32,636,094
	City plan check fee	**$1,181,427**
	Harris plan check fee (70% of City plan check fee)	**$826,999**
	HARRIS PLAN CHECK FEE @ 25% - PROPOSED	**$206,750**

As the plans are submitted with each milestone, a revalidation of the assumed quantities of the public improvements included herein may be completed, and an update to the City plan check fee and corresponding Harris plan check fee may be submitted to the City for consideration and review as an amendment to this proposal.

Additionally, the WLG and Ardurra scopes of work identify an estimated 56 parcels of rights-of-way that may be required. Accordingly, we have included the corresponding Harris easement/deed review fee of $2,800 per document for a total of **$156,800** as shown below (based on 70% of the City plan check fee of $4,000 per document).

Corridor	No. of Descriptions	City Fee	Harris Fee @ 70%	Source
Ontario Ranch Road (WestLAND Group)	25	$100,000	$70,000	WLG scope: approx. 25 parcels
Grove Avenue (Ardurra)	31	$124,000	$86,800	Ardurra scope: 31 parcels
Total - ROW description review / plan check	**56**	**$224,000**	**$156,800**	

The WLG and Ardurra scopes of work identify several technical memoranda and studies that will require peer review. We have evaluated the types of memoranda and studies to be developed and have excluded most of them from our review with our understanding they are normally reviewed by OMUC or the City based on our previous experience. Our assumption is that Harris will peer review the following technical memoranda:

- Ontario Ranch Road – Hydrology and Hydraulic Report (ORR); Preliminary Engineer's Cost Estimate; Preliminary Design Report (30%)
- Grove Avenue – Construction Cost Analysis; Right of Way Assessment; Hydraulic Analysis (Storm Drain); Opinion of Probable Construction Cost; Preliminary Design Report (30%)

We have estimated the number of hours associated with our review (see detailed backup assumptions in the enclosed spreadsheet). Accordingly, we have included our T&M estimate of **$150,030** based on 2026/2027 Harris billing rates summarized below.

City fee schedule: 'Misc. / Special Technical Report Review Fee - Actual Cost at contract hourly rates.		
	Ontario Ranch Road - technical memoranda and reports	$73,039
	Grove Avenue - technical memoranda and reports	$76,991
	Harris T&M estimate - base scope (billed as incurred)	**$150,030**
	Total estimated hours	638

Finally, the WLG scope for Ontario Ranch Road references optional infrastructure improvement plans associated with sewer lines located in Euclid Ave., Sultana Ave., Campus Ave., Walker Ave., and Baker Ave. generally between Eucalyptus Ave. and Ontario Ranch Road. Also identified as optional infrastructure improvement plans are master-planned storm drain lines in Euclid Ave., Campus Ave., Bon View Ave., Walker Ave., and Hellman Ave. generally located between Eucalyptus Ave. and Ontario Ranch Road. We have developed a very preliminary estimate of the value of the optional sewer and storm drain improvements as shown below.

Optional Scope Item		Estimated Value	City Fee @ 3.62%	Harris Fee @ 70%
ORR - Optional sanitary sewer (15" VCP, 6 side streets, Eucalyptus to ORR)		$2,237,331	$80,991	$56,694
ORR - Optional storm drain (Euclid 102", Campus 60", Bon View 96", Walker 108", Hellman 11'x6' RCB)		$8,263,774	$299,149	$209,404
Subtotal - optional scope (if all tasks authorized)		**$10,501,104**	**$380,140**	**$266,098**

We propose an initial estimated optional plan check fee of **$266,098** for review of these optional infrastructure plans based on our very preliminary estimate of the quantities of public improvements. If authorized, as the quantities for these optional public improvements are submitted with each milestone, a revalidation of the quantities of the public improvements may be completed, and an update to the City plan check fee and corresponding Harris plan check fee (at 70%) may be submitted to the City for consideration and review as an amendment to this proposal.

Harris & Associates

Summary

In summary, we propose an initial estimate of **$2,394,972** for the following plan check fees for review of the various deliverables identified herein for the Ontario Ranch Road and Grove Avenue corridor improvements:

TOTAL PROPOSED HARRIS FEE	
Ultimate Improvement Street/Infrastructure Plans	$1,577,942
Ontario Ranch Road Bridge (Phase 2) Constructability Review	$37,352
Interim Sstreet Improvement Plan Check	$206,750
ROW Description Review	$156,800
Technical memoranda / special technical report review	$150,030
Optional Sewer / Storm Drain Plan Check	$266,098
TOTAL PROPOSED HARRIS FEE - BASE SCOPE	**$2,394,972**

Assumptions/Exclusions

- *Fee covers plan check of the deliverables identified in the WestLAND Group ORR scope and the Ardurra Grove Avenue scope: technical memoranda / preliminary design reports (as listed in the enclosed detail assumptions), 30% PDR, and 60% / 90% / 100% submittal for the ultimate construction sets – except as specifically excluded herein.*
- *Fee assumes the plan check cycle is an iterative coordinated process in collaboration with the Engineer of Work and their respective submittal milestone (30% PDR/60%/90%/100%). Submittal of subsequent milestone deliverables that are deemed incomplete or non-responsive to plan check comments are subject to additional plan check fees.*
- *Our initial estimate of public improvements is a planning-level (Class 4) estimate developed from the published unit cost schedule and the scopes of work. Our initial estimate will be reconciled against the Engineer of Work's Opinion of Probable Construction Cost at the 30% PDR / 60% / 90% / 100% milestone, and the corresponding plan check fee adjusted accordingly.*
- *Except for the constructability review services performed by DCEG of the Ontario Ranch Road Bridge (Phase 2) structural plans, structural reviews are excluded and performed by others.*
- *Right-of-way description review is billed per legal description submitted, at the Harris fee of $2,800. Estimate is based on Scopes of Work provided; Harris will bill only descriptions submitted. Descriptions requiring more than two review cycles are billable as additional services.*
- *Technical memoranda and special technical report review is limited to those reports not otherwise identified as excluded on the enclosed Table, and is billed time and materials at actual cost against the estimated budget; to the extent actual hours may exceed estimated hours, Harris reserves the right to request additional budget with reasonable justification therefore.*
- *Technical report review of Cucamonga Creek hydraulic analysis / hydraulic report is excluded and performed by others subject to SBCFCD review.*
- *Traffic study, regional traffic analysis and environmental clearance review are excluded and performed by others.*
- *Utility pole relocation and undergrounding plan review is excluded and performed by others.*

Harris & Associates

Payments

Our on-call contract generally has a 2-milestone billing frequency on typical plan check assignments, with 75% upon Plan Check 1, and 25% upon final approval of the item. Given that the plan check services provided hereunder are City initiated, and involve an iterative milestone submittal process, we request consideration of an alternative billing and payment frequency based on the various milestone submittals by WLG and Ardurra, as follows:

Ontario Ranch Road (WLG)

- Ultimate Improvement Plans may be billed at 25% increments corresponding to the 30% / 60% / 90% / and 100% (Final) milestone submittals
- Interim Construction Plans may be billed at 33% increments corresponding to the 60% / 90% / 100% (Final) milestone submittals

Grove Avenue (Ardurra)

- Ultimate Improvement Plans may be billed at 25% increments corresponding to the 30% / 60% / 90% / and 100% (Final) milestone submittals
- Interim Construction Plans may be billed at 50% increments corresponding to the 60% / 100% (Final) milestone submittals

Right of Way Documents

Review of legal descriptions/exhibits associated with various parcels of right-of-way acquisition are anticipated to be reviewed in a 2-cycle process and may be billed at 50% increments corresponding to Plan Check 1 and Plan Check 2.

Technical Report Review

Time and material basis reviews of various technical reports may be billed on a monthly basis for the actual hours incurred in the review in the preceding month.

We sincerely appreciate the opportunity to continue providing these important peer review and plan check services to the City of Ontario on this important City-initiated infrastructure improvement project for the Ontario Ranch West development area. If you have any questions regarding our assumptions and approach to developing our plan check fee proposal, please let us know.

Best regards,

Marcus Fuller, PE, PLS, MPA
Vice President – Engineering
760.217.3460 | Marcus.Fuller@WeAreHarris.com

Enclosures
Summary Fee Table, Ontario Ranch Road Estimate, Grove Avenue Estimate, Technical Memoranda Review Assumptions

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

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SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO AND
MOOTE COMPANIES, LLC

1. Parties and Date.

This Amendment No. **1** to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **Moote Companies, LLC,** a California 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 "**D&C22-19 On-Call Project Management Services**" dated **April 4, 2023** ("Agreement").

2.2 Amendment Purpose. The City and **Consultant** desire to amend this Agreement to increase the compensation by **Ten million three hundred fifty-nine thousand eight hundred seventy-five dollars ($10,359,875)** for a total-not-to-exceed compensation of **Ten million four hundred fifty-nine thousand eight hundred seventy-five dollars ($10,459,875)**, include additional project specific proposal to Exhibit B, and extend the time of performance to **March 31, 2028**. This increase in compensation is for the additional scope of work listed in the attached Consultants' Proposal titled "**Proposal for Cost Estimating, Scheduling, Bid Support, Project Management & Construction Management Services — Ontario Ranch West: Ontario Ranch Road and Grove Avenue Improvements (Ref. SOW 1.2, dated 6/23/26)"** and dated **August 7, 2026**.

2.3 Amendment Authority. This Amendment No. **1** is authorized pursuant to Section **3.1.2** and **3.2.4** of the Agreement.

3. Terms.

3.1 Amendment. Sections **3.1.2** and **3.2.1, Exhibit B through Exhibit C** of the Agreement are hereby amended in their entirety to read as follows:

3.1.2 Term. The term of this Agreement shall be from **April 4, 2023** to **March 31, 2028**, 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.

3.2.1 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 **Ten million four hundred fifty-nine thousand eight hundred seventy-five dollars ($10,459,875)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Exhibit "B" - SCEDULE OF SERVICES is hereby amended to add Attachment B which is hereto and incorporated herein by reference. All other previously added or deleted scope of services are retained in their entirety.

Exhibit "C" – COMPENSATION is hereby deleted in its entirety and replaced with Attachment C attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. **1**, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. **1**. From and after the date of this Amendment No. **1**, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. **1**.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. **1**.

3.4 Severability. If any portion of this Amendment No. **1** is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND MOOTE COMPANIES, LLC

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

MOOTE COMPANIES, LLC

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

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

Attachment B

Exhibit “B” – SCHEDULE OF SERVICES

MOOTE | SINCE 1974
LAND DEVELOPMENT SOLUTIONS

Land Development & Infrastructure Consultants

60 Corporate Park, Suite 100
Irvine, CA 92606
(949) 428-1400
www.moote.com

August 7, 2026

Omar Gonzalez, Principal Engineer
Ontario Municipal Utilities Company / City of Ontario
1333 S. Bon View Avenue
Ontario, CA 91761

Re: Proposal for Cost Estimating, Scheduling, Bid Support, Project Management & Construction Management Services — Ontario Ranch West: Ontario Ranch Road, Grove Avenue, and Chino / Vineyard Sewer (Ref. SOW 1.2, dated 6/23/26)

Dear Mr. Gonzalez:

Pursuant to the City's request and the draft Scope of Work dated June 23, 2026 (SOW 1.2), Moote Companies is pleased to submit this proposal to serve as the City's Owner's Representative for the Ontario Ranch West corridor improvements. Since 1974, Moote has provided cost estimating, public and private bidding, project management and construction management services on more than 7,500 projects throughout California, including extensive work within the Inland Empire and Ontario Ranch.

Our proposal is organized around four core services — Cost Estimating, Bid Support, Project Management, and Construction Management — and draws on extensive experience delivering public infrastructure within the City of Ontario and Ontario Ranch, including DIF-eligible improvements procured under public contracting guidelines. It was prepared without the benefit of plans or exhibits; the package structure, durations, and staffing levels presented herein are the product of Moote's own analysis of the Scope of Work, documented in Sections 2 and 5 so the City can see precisely what we assumed and where those assumptions are most likely to move.

Ontario Ranch West is familiar ground for Moote. We are currently delivering the Merrill Commerce Center backbone program in Ontario alongside Westland, the City's Engineer of Record for Ontario Ranch Road, and over the past decade have managed approximately $300 million of Ontario Ranch backbone infrastructure — the same corridors, purveyors, agencies, and standards this program will run through — from first estimate through final acceptance and DIF reimbursement.

We appreciate the opportunity to submit this proposal and look forward to serving as an extension of City staff on this landmark program.

Sincerely,

Eric Nutter
Principal
MOOTE | SINCE 1974
LAND DEVELOPMENT SOLUTIONS
ENutter@moote.com | 714-925-2011

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Exhibit B — Preliminary Program Schedule

1. PROJECT UNDERSTANDING

The City of Ontario is implementing the ultimate widening and master-planned backbone infrastructure for two arterial corridors serving Ontario Ranch West:

- Edison Avenue / Ontario Ranch Road (ORR) — Euclid Avenue to Archibald Avenue (±3.3 miles): 160' right-of-way, 130' curb-to-curb, eight lanes with a 26' landscaped median. Design is sole-sourced to Westland, including the entirety of the ORR / Grove intersection. Moote and Westland are currently delivering the Merrill Commerce Center offsite backbone program together in Ontario (see Section 7).
- Grove Avenue — Riverside Drive to Eucalyptus Avenue (±2.0 miles): 124' right-of-way, 84' curb-to-curb, four lanes with a 28' landscaped median. Design is sole-sourced to Ardurra.
- Chino Avenue and Vineyard Avenue Sanitary Sewer (±1.5 miles): approximately 1.5 miles of 21-inch VCP sanitary sewer — Chino Avenue from Grove Avenue to Vineyard Avenue (±1.0 mile) and Vineyard Avenue from Chino Avenue to Riverside Drive (±0.5 mile) — added to the program by City direction subsequent to SOW 1.2. The City only needs project management and construction management services for this added sewer and it is sequenced ahead of the two arterial corridors.

Key elements of the program, per SOW 1.2, include:

- Two plan sets for the roadway improvements — an ultimate set (full width to curb and gutter, supporting SCE pole relocation and parkway improvements) and a construction set excluding last-lane construction. Streetlights and fiber optic are optional tasks tied to a potential last-lane directive.
- Concrete intersections designed per TOP Mobility truck routes (generally east/west along ORR), and potential full intersection improvements at ORR / Euclid requiring a cooperative funding agreement with the City of Chino.
- The westbound half of the ORR / Cucamonga Channel bridge, with SBCFCD and/or USACE coordination.
- Master-planned wet utilities: domestic water (925 PZ on ORR including the Euclid loop; 1010 PZ on Grove), sanitary sewer (full length of Grove; ORR conveyance dependent on the north/south segment design to Eucalyptus), recycled water (new main for the full length of ORR; 930/1050 PZ on Grove), and storm drain (hydraulic continuity with downstream segments, interim “leave dry” facilities, and the Grove gap between ORR and Eucalyptus, coordinated with the SBCFCD Grove Avenue Basin project). See Exhibit A for the infrastructure assumed in this proposal.
- Dry utility relocations — undergrounding of SCE facilities up to 34.5 kV, relocation of facilities above 34.5 kV to ultimate locations, undergrounding of cable television and telecommunications, and coordination with SoCal Gas, Kinder Morgan, and Zenith.
- Traffic signals (assumed four on ORR and three on Grove) and signing and striping designed by the Engineers of Record based on a third-party Regional Traffic Analysis managed by Public Works.
- Environmental compliance under adopted master plans and the TOP exemption, with cultural resources mitigation, biological and cultural surveys, and tribal consultation; right-of-way assessment, appraisal, acquisition, and construction and permanent easements.
- Extensive agency and stakeholder coordination: City of Ontario, City of Chino, County of San Bernardino, SBCFCD, USACE, IEUA, OMUC, SCE, gas, telecommunications, Kinder Morgan, Zenith, developers, property owners, and regional transportation agencies.

The City will hold the design contracts with the Engineers of Record and the construction contracts with the successful bidders — in each case the lowest responsive, responsible bidder. Moote's role is that of the City's Owner's Representative: providing independent cost estimating at each design milestone, program budgeting and master scheduling, public bid administration for each package of work, project management, construction management, and complete project documentation from pre-construction through closeout. Construction support services by the Engineers of Record will be provided under separate contracts and are not part of this proposal.

2. BASIS OF PROPOSAL

Moote believes the City is best served by a proposal that states plainly what it is built on. The following is offered in that spirit.

Information Available at the Time of Proposal

The scope documentation available to Moote in preparing this proposal was the five-page draft Scope of Work (SOW 1.2, dated June 23, 2026), together with the City's subsequent direction to add the Chino Avenue and Vineyard Avenue sanitary sewer. No plans, exhibits, plan and profile sheets, alignments, invert depths, pipe diameters, materials, structural sections, or right-of-way exhibits were available for review.

Accordingly, the anticipated bid package structure, estimating hours, construction durations, staffing levels, and program duration presented in this proposal are Moote's independent professional judgment, developed from the written scope and from our direct experience delivering comparable backbone infrastructure within Ontario Ranch and the Inland Empire. They are not derived from a review of design documents, because none exist at this time.

Re-Validation at the 30% / PDR Milestone

Moote will re-validate the bid package count, program duration, and fee at the 30% / PDR design milestone, when the corridor limits, utility alignments, depths, and materials are first defined. Should the package count, corridor limits, or program duration change materially from the assumptions stated herein, Moote will bring that to the City's attention in writing at that milestone and address it by amendment at the rates contained in this proposal. Moote will not seek an adjustment for refinements that fall within the assumptions stated below.

Scope Elements Most Likely to Affect Fee and Duration

- Chino / Vineyard Sanitary Sewer — carried at approximately 1.5 miles of 21-inch VCP at an assumed production rate of 50 linear feet per working day for the full length, yielding 159 working days. No plans, alignments, invert depths, or geotechnical data were available. Depth, dewatering, shoring, pipe-zone backfill and cure requirements, trenchless crossings, and traffic control restrictions are the variables most likely to move this duration; a material change will be brought to the City in writing at the 30% / PDR milestone.
- ORR Sanitary Sewer — no scope is currently defined. The north/south conveyance alignment to Eucalyptus governs whether an ORR sewer package exists at all. Excluded from the base fee and carried under the Task 5 Reserve.
- Streetlights and Fiber Optic — optional packages dependent on a City last-lane directive. Excluded from the base fee and carried under the Task 5 Reserve.
- ORR / Euclid Intersection — extent of improvements is contingent on the cooperative funding agreement with the City of Chino. Sequenced late in the program for that reason.

- Euclid / ORR Traffic Signal — no modification of the existing traffic signal at Euclid / ORR is included in the base scope. Should the City direct a signal modification, it would be added as a bid package under the Task 5 Reserve process.
- Traffic Signal Interconnect — traffic signals are assumed not to require fiber optic interconnect. Fiber optic remains an optional package tied to a City last-lane directive and is excluded from the base fee.
- ORR Storm Drain — carried as a 125-working-day allowance. Actual scope, alignment, and hydraulic continuity with downstream segments are undefined.
- Right-of-Way — the program schedule assumes all proposed right-of-way is acquired or dedicated in time to permit construction in the sequence shown.
- Traffic Control and Phasing — final phasing will be governed by what the City will permit through traffic control approvals, which directly drives construction duration.

Moote would welcome the opportunity to refine this proposal once plans or exhibits become available.

3. SCOPE OF SERVICES

Task 1 — Cost Estimating & Master Schedule

- Prepare independent infrastructure cost estimates for each plan set at each design milestone — PDR/30%, 60%, 90%, and 100% submittals.
- Produce Bluebeam exhibits with each update confirming the scope of work and quantities.
- Provide independent review of the last-lane improvements cost analysis technical memorandum to support the City's go / no-go decision.
- Reconcile estimates at each PDR/30%, 60%, 90%, and 100% submittal; identify scope gaps, quantity discrepancies, and cost drivers.
- Develop and maintain the overall program budget, including per-package budgets, contingency tracking, and cash-flow projections for CIP / DIF programming.
- Develop and maintain the master schedule, sequencing design, right-of-way acquisition, utility relocation, bidding, and construction across all packages to maximize corridor continuity and minimize re-mobilization.
- Perform independent constructability review of plan sets at each design milestone, per SOW 1.2's independent-party requirement, including review of the ultimate versus construction-set split for gaps, overlaps, and re-biddability.
- Provide recommendations on bid package structure and contracting strategy, packaged by trade, corridor, and schedule readiness.

Task 2 — Public and Private Bid Administration and Bid Support

Moote will provide public or private bid administration for the City in accordance with public contracting guidelines. Services are provided for each separate bid package / plan set and include:

- Preparation of project-specific Bid Proposal and Specifications; incorporation of the City's subcontractor agreement, Invitation to Bid, Special Conditions, Bid Proposal forms, and Contract Price Schedule (Excel format) with line items and final bidding quantities.
- Colored take-off exhibits defining each package's limits of work, with scope review by the City prior to advertisement (if required).
- Bidder outreach and prequalification, and active promotion of competition among qualified contractors.
- Public advertisement per agency guidelines; coordination of pre-bid meetings, job walks, bidder RFIs, and addenda with the Engineers of Record during the bid period.
- Public bid opening; validation of each bidder's bid package to confirm all required documents were submitted (bonds, DIR registration, addenda acknowledgment, and similar) and that no mathematical errors exist; bid tabulation and bid spread analysis; reference checks; and a written award recommendation.
- Final contract package provided to the City for award. The lowest responsive, responsible bidder's contract documents will be provided to the City to proceed with contracting, including exhibits, detailed construction schedule, T&M rate sheet, and contractor qualification documents.
- Hand-off meeting with the City and the construction management team, with colored exhibits, contractor contacts, and schedule.

- Coordination with the City to produce a letter of intent authorizing the prime contractor to begin producing material submittals — particularly long-lead materials — for review and approval during the contracting process.

Task 3 — Project Management

Pre-Construction

- Assist in registering each project with the Department of Industrial Relations (DIR) and provide the prime contractor with the DIR number so that the prime and its subcontractors can upload certified payroll directly.
- Process all material submittals with the Engineer of Record and the public agency, maintaining an updated submittal log documenting the status of each.
- Coordinate with the prime contractor to confirm it holds all documentation required to be added to the City's encroachment permit, and assist in providing that documentation to the Engineering Department.
- Coordinate, schedule, and conduct the pre-construction meeting with all related agencies, consultants, and contractors.
- Establish procedures with the project team for preparing and processing project documentation, including plan logs, submittal logs, RFI logs, COR logs, and pay applications.
- Conduct weekly, bi-weekly, and monthly meetings with the project team as needed.

During Construction

- Enforce compliance with the executed contract, the bid specifications, and the Greenbook where applicable.
- Review, process, and obtain Engineer of Record and agency approval of all Requests for Information.
- Administer change orders — review for validity, confirm scope, quantities, and credits, and negotiate with the prime contractor prior to submitting to the City for formal review and approval.
- Administer monthly invoices — review with the on-site management team, establish quantities, obtain lien releases, and review prior to City processing.
- Collect and document certified payroll reports on a monthly basis.
- Identify constructability issues and coordinate with the design and construction teams on solutions.
- Serve as the City's single point of contact for all construction-related matters, resolving field issues, coordinating between the Engineers of Record, contractors, agencies, and utility purveyors, and driving open questions to closure so that field progress is not interrupted.
- Conduct weekly, bi-weekly, and monthly meetings with the project team, communicating construction status, budget, schedule, and risk.
- Update the master project schedule on a monthly basis.

Post-Construction

- Work with the agency to establish the punch list and coordinate with the prime contractor to schedule and complete punch list items.
- Facilitate as-built plan approval and processing with the Engineer of Record and the agency.
- Obtain unconditional final lien releases and final certified payroll reports.
- Assist in filing the Notice of Completion with the County.

- Track and obtain the Letter of Acceptance from the agency.
- Conduct closeout meetings with the project team as needed.

Task 4 — Construction Management

- Provide qualified construction management staff to schedule, coordinate, and expedite the work of all trades and utility companies associated with the contracted scope of work.
- Conduct pre-construction conferences with the City, public agencies, utility companies, design engineers, and contractors.
- Maintain daily written job reports and photographic documentation, communicate daily with the City, and attend meetings as required.
- Verify and field-approve invoice quantities for monthly progress payments, and recommend approval or disapproval of change orders and extra work authorizations.
- Coordinate field survey, geotechnical observation and materials testing (by others), and special mitigations related to field conditions.
- Maintain excellent public relations with residents and business owners adjacent to the work, and coordinate traffic control and access.
- Maintain a red-lined set of construction prints reflecting field changes, with formal as-built drawings prepared by the contractor.
- Resolve disputes with contractors regarding interpretation of plans and specifications, progress, or adequacy of performance, and provide continuous consultation to the City on job problems, schedules, and costs.
- Assist the City in obtaining approval and acceptance by agencies having jurisdiction over the various work elements.

The Construction Manager is not responsible for controlling the contractors' construction means or methods, and does not replace City inspection of record or specialty inspection.

Basis of Compensation

All Moote services are priced from the Moote time-and-materials rate schedule in Section 6, at the rate in effect for the year in which the services are performed. Task 3 is invoiced on a time-and-materials basis at those rates for hours actually worked. Task 4 is invoiced as a monthly fixed fee built from the same rate schedule — each assigned position at its Section 6 hourly rate for the applicable year, at forty (40) hours per week for four (4) weeks — so the monthly fee is a full-time monthly rate for the field team actually deployed, and carries no lump sum, multiplier, or markup. Task 1 is invoiced on a time-and-materials basis at those same rates against an allowance, and Task 2 is a fixed fee per bid package.

Duration of Services and Extensions

Tasks 3 and 4 are scoped and budgeted for the sixty-four (64) month program duration presented in Section 5 and Exhibit B — April 2027 through July 2032 — which includes the twelve (12) month period added at the City's request. Services required beyond that period, for reasons outside Moote's control, are not included in the base fee and will be authorized by change order or contract amendment before they are performed, at the Section 6 rates in effect at the time the services are furnished. Moote will notify the City in writing in advance of any anticipated extension, with the projected duration and cost, so that the City can process the authorization without an interruption in services.

Alternate Add Services

Safety Inspection Services

At the City's option, Moote will provide a dedicated Site Safety Manager for the duration of construction to monitor contractor safety-plan compliance, conduct site safety walks and documentation, enforce safety compliance, and coordinate incident reporting across all active contracts.

- Conduct an initial site meeting with the superintendent and review any safety issues arising since the prior visit.
- Perform periodic jobsite safety audits and provide continuous safety oversight to maintain safe working conditions, striving for zero injuries to on-site workers and staff.
- Assess the site for OSHA and Cal/OSHA compliance, confirm adequate and timely action is taken to correct hazards, and stop work when significant hazards are not corrected.
- Meet with each contractor's and subcontractor's safety representatives and trade foremen present at the time of the visit to address issues, concerns, and assistance required.
- Review contractors' written safety policies and procedures, Site-Specific Safety Plans (SSSPs), and IIPPs, and confirm required PPE is worn by all project personnel.
- Conduct Job Hazard Analyses (JHAs) prior to the start of work and whenever conditions change, and confirm daily posting of the JHA at the jobsite entry for worker review and sign-off.
- Confirm site-specific safety training is provided to all workers, including subcontractors, covering site-specific requirements, plans, and applicable regulations.
- Confirm incident reporting procedures are in place and understood, and provide incident, accident, and near-miss reporting.
- Attend and support daily and monthly project safety meetings, including participation by subcontractor safety personnel, and track and document meetings, rosters, training, tailgate meetings, and inspection sheets.
- Provide fire watch monitors as needed or requested.
- Prepare and submit written reports detailing the findings and recommendations of each visit, and provide daily, weekly, and monthly project safety-status reports as the City requests.

Cost Reconciliation & Reimbursement Package

Final project documentation supporting DIF credits, developer reimbursements, and any cooperative-agreement true-ups (including the City of Chino), prepared to audit-ready standards. Each package includes:

- Review of the applicable agreement
- Table of contents and reimbursement summary
- Summary of direct costs, reconciled on an invoice-by-invoice basis
- Copies of contracts and change orders, and a change order summary
- Check and invoice summaries
- Unconditional final lien release listing
- Certified payroll listing
- Proof of public bid documentation
- Notice of Completion

- Review of supporting paperwork and correspondence
- Exhibits (vicinity map, location map, facility exhibits)
- Delivery of the completed package to all parties

Prevailing Wage Compliance

At the City's option, Moote will provide dedicated prevailing wage compliance services across all active construction contracts, invoiced on a time-and-materials basis at $100.00 per hour. Services include:

- Confirmation of prime contractor and subcontractor DIR registration and project registration.
- Collection and audit of certified payroll reports against daily reports and the on-site workforce.
- Collection of one-time and periodic labor compliance documentation required by applicable labor law.
- On-site worker interviews and resolution of discrepancies with the contractor.
- Maintenance of audit-ready compliance files and support for responses to DIR and agency inquiries.

4. ANTICIPATED BID PACKAGES

Based on SOW 1.2 and our independent packaging analysis, Moote anticipates eighteen (18) public bid packages across the two corridors, organized by corridor as follows:

Ontario Ranch Road (9 packages)	Euclid Avenue (1 package)	Grove Avenue (8 packages)
Storm Drain	Domestic Water — Eucalyptus to ORR	Sanitary Sewer
Domestic Water		Storm Drain
Recycled Water		Domestic Water
Dry Utilities		Recycled Water
Traffic Signals (4)		Dry Utilities
Streets		Traffic Signals (3)
Landscape — Medians		Streets
Bridge — Cucamonga Channel		Landscape — Medians
ORR / Euclid Intersection		

Currently undefined packages are excluded from the base fee and are carried under the Task 5 Reserve described in Section 8: ORR Sanitary Sewer (pending design of the north/south conveyance segments to Eucalyptus), Streetlights (optional — last-lane directive only), and Fiber Optic (optional — last-lane directive only).

Estimating Effort by Design Milestone

Separately from the package structure above, the following table presents the anticipated cost estimating effort for each bid package at each design milestone — PDR/30%, 60%, 90%, and 100%. Hours shown are total estimating team hours per milestone estimate and support the Task 1 allowance of 765 hours in Section 8.

Bid Package	PDR/30%	60%	90%	100%	Total Hrs
ORR Storm Drain	20	16	12	12	**60**
ORR Domestic Water	8	8	8	8	**32**
ORR Recycled Water	8	6	6	6	**26**
ORR Dry Utilities	8	6	6	6	**26**
ORR Traffic Signals (4)	8	6	6	6	**26**
ORR Streets	24	20	20	20	**84**
ORR Landscape — Medians	4	3	3	3	**13**
ORR Bridge — Cucamonga Channel	40	20	20	20	**100**
ORR / Euclid Intersection	20	16	16	16	**68**
Euclid Domestic Water	8	6	6	6	**26**
Grove Sanitary Sewer	16	16	16	16	**64**
Grove Storm Drain	8	8	8	8	**32**
Grove Domestic Water	6	6	6	6	**24**
Grove Recycled Water	10	10	10	10	**40**
Grove Dry Utilities	10	10	10	10	**40**
Grove Traffic Signals (3)	6	6	6	6	**24**
Grove Streets	16	16	16	16	**64**
Grove Landscape — Medians	4	4	4	4	**16**
TOTAL ESTIMATING HOURS (18 packages)	**224**	**183**	**179**	**179**	**765**

5. PRELIMINARY PROGRAM SCHEDULE

To establish a defensible basis for the program duration reflected in our fee, Moote prepared a preliminary construction schedule for all corridors, including the Chino / Vineyard sanitary sewer added by City direction. It is attached as Exhibit B and summarized below.

The schedule is built from an assumed construction start of May 3, 2027 on the Chino / Vineyard sanitary sewer, with preconstruction beginning April 2027, and runs through July 2032 — a program duration of sixty-four (64) months, or 1,344 working days at 21 working days per month. That duration is the sum of the corridor durations outlined herein and the twelve (12) month period added at the City's request. Per City direction, Ontario Ranch Road and Grove Avenue are sequenced to begin in January 2028, following completion of the Chino / Vineyard sewer. The corridor durations are driven by the Ontario Ranch Road corridor, and specifically by the half-width bridge at the Cucamonga Channel, which is sequenced last because of SBCFCD and USACE permitting duration.

Corridor Summary

Corridor / Period	Limits or Basis	Length	Window	Working Days
Preconstruction	Submittals, permits, and preconstruction meeting ahead of the sewer start — Tasks 3 and 4 only	—	Apr 2027	21
Chino Avenue	Grove Avenue to Vineyard Avenue	±1.0 mi	May 2027 – Sep 2027	106
Vineyard Avenue	Chino Avenue to Riverside Drive	±0.5 mi	Oct 2027 – Dec 2027	53
Ontario Ranch Road	Euclid Ave to Archibald Ave	±3.3 mi	Jan 2028 – Jul 2031	875
Euclid Avenue	Eucalyptus Ave to ORR	±0.5 mi	Oct 2028 – Jan 2029	60
Grove Avenue	Riverside Dr to Eucalyptus Ave	±2.0 mi	Jan 2028 – Feb 2030	530
City-Requested Extension	Program-wide — per City direction, Tasks 3 and 4 only	—	Aug 2031 – Jul 2032	252
PROGRAM — 64 MONTHS	**Corridor durations outlined herein plus the twelve (12) month period added at the City's request**	**±7.3 mi**	**Apr 2027 – Jul 2032**	**1,344**

Working days shown for the individual corridors are production days for that corridor and overlap where corridors are built concurrently, so they do not sum to the program total. The program total of 1,344 working days is the sixty-four (64) month duration at 21 working days per month.

Activity Durations

Activity	Duration (Working Days)
CHINO AVENUE — Grove Avenue to Vineyard Avenue (±1.0 mile)	
Sanitary Sewer — 21" VCP, 5,280 LF	106
VINEYARD AVENUE — Chino Avenue to Riverside Drive (±0.5 mile)	
Sanitary Sewer — 21" VCP, 2,640 LF	53
ONTARIO RANCH ROAD — Euclid Avenue to Archibald Avenue (±3.3 miles)	
Storm Drain — miscellaneous scope, carried as allowance	125
Domestic Water — two headings	150
Recycled Water — two headings	150
Joint Trench / Dry Utilities	115
Streets — south half width plus one lane	300
Traffic Signals (4 each)	80
Euclid / ORR Intersection	91
Half-Width Bridge at Cucamonga Channel	225
Streets — existing half width plus one lane to ultimate	200
Median Street and Landscape / Irrigation	60
Sanitary Sewer	TBD — no scope defined
EUCLID AVENUE	
Domestic Water — Eucalyptus Avenue to ORR	60
GROVE AVENUE — Riverside Drive to Eucalyptus Avenue (±2.0 miles)	
Sanitary Sewer — Eucalyptus Avenue to Riverside Drive	225
Storm Drain — Eucalyptus Avenue to ORR	80
Domestic Water — Chino Avenue to Riverside Drive	35
Recycled Water — Eucalyptus Avenue to Riverside Drive	105
Joint Trench / Dry Utilities	70
Streets — full width, Eucalyptus Avenue to Riverside Drive	315
Traffic Signals (3 each)	60
Median Landscape / Irrigation	45

Sequencing Logic and Critical Drivers

- The Chino / Vineyard sanitary sewer is sequenced first, beginning May 2027, and is installed with a single dedicated crew running continuously from Grove Avenue east along Chino Avenue to Vineyard Avenue, then north along Vineyard Avenue to Riverside Drive. Per City direction, Ontario Ranch Road and Grove Avenue is assumed to begin in January 2028, after the sewer is complete.
- The Cucamonga Channel bridge governs the program end date and is sequenced last to allow for SBCFCD and USACE permitting.

- The ORR / Euclid intersection is sequenced late because it is contingent on execution of a cost-share agreement with the City of Chino.
- A plug date is carried for completion of the SCE transmission line relocation, which gates widening of ORR to its ultimate section.
- On Grove, sanitary sewer is the lead activity and is scheduled with a single dedicated crew running continuously from Eucalyptus Avenue to Riverside Drive. Once that crew clears the Grove / ORR intersection, a separate storm drain crew mobilizes at Grove / Eucalyptus.
- Joint trench must be among the first utilities installed in order to start the SCE removal clock; otherwise street construction is delayed or must be built around existing overhead poles.
- Domestic water from Chino Avenue to Riverside Drive begins immediately upon sanitary sewer completion; Grove recycled water follows storm drain completion through ORR.

Schedule Assumptions

- No sanitary sewer is included on Ontario Ranch Road; the scope is currently undefined.
- The Chino / Vineyard sanitary sewer is carried at 50 linear feet per working day for the full 1.5-mile length, with no separate allowance for mobilization, testing, restoration, paving, punch list, or weather; those activities are assumed to be absorbed within the production rate. No plans, alignments, invert depths, or geotechnical data were available.
- The Chino / Vineyard sewer package is assumed to be publicly bid and awarded in time to support a May 2027 construction start, with preconstruction beginning April 2027.
- Per City direction, Ontario Ranch Road and Grove Avenue construction is assumed to begin January 2028, following completion of the Chino / Vineyard sanitary sewer. The two arterial corridors are not sequenced concurrently with the sewer.
- No streetlights or fiber optic are included in this Scope of Work.
- Domestic water and recycled water are assumed not to conflict with existing overhead poles.
- All proposed right-of-way is assumed to be acquired or dedicated in time to permit construction within the proposed right-of-way.
- East/west storm drain on ORR is carried as a 125-working-day allowance pending design.
- Final phasing and schedule will ultimately be dictated by what the City permits through traffic control and phasing approvals.
- The overhead power poles adjacent to the proposed sanitary sewer alignment on Grove will require either jack-and-bore installation or completion of the Rule 20 joint trench first. If jack-and-bore is the selected method, the Engineer of Record should strategically locate the proposed sewer manholes far enough from the poles to accommodate jacking and receiving pits.

This schedule is preliminary and is offered to demonstrate the basis for the 64-month program duration. It will be replaced by a fully resource-loaded master schedule under Task 1 once design documents become available.

6. PROJECT TEAM AND RATE SCHEDULE

Moote proposes the following key staff for this program:

Role	Staff	Commitment
Principal-in-Charge	Eric Nutter	20 hrs/week through Dec 2027; 35 hrs/week thereafter
Senior Project Manager	Emily Gorman	30 hrs/week through Dec 2027; full time thereafter
Senior Construction Manager	Mike Magana	Full time
Construction Manager	Robert Thacker	Full time
Assistant Construction Manager	TBD	Full time — as corridors require

Moote's time-and-materials rate schedule is set forth below. It runs from 2026 through 2032, which spans the sixty-four (64) month program duration presented in Section 5 and Exhibit B. Rates escalate three percent (3%) annually as shown, and that three percent (3%) annual escalation continues for each subsequent year for the life of the contract; Moote will furnish the City an updated rate schedule for any year beyond 2032 upon request. Hourly services are invoiced at the rate in effect at the time the services are performed, and the Task 4 monthly fixed fee is built from these same rates at forty (40) hours per week for four (4) weeks. Rates are fully burdened and include normal reproduction, mobile communications, and vehicle costs.

Classification (hourly)	2026	2027	2028	2029	2030	2031	2032
Principal	$215.00	$221.00	$228.00	$235.00	$242.00	$249.00	$257.00
Senior Project Manager	$175.00	$180.00	$186.00	$191.00	$197.00	$203.00	$209.00
Senior Construction Manager	$175.00	$180.00	$186.00	$191.00	$197.00	$203.00	$209.00
Estimator	$165.00	$170.00	$175.00	$180.00	$186.00	$191.00	$197.00
Construction Manager	$150.00	$155.00	$159.00	$164.00	$169.00	$174.00	$179.00
Project Administrator	$145.00	$149.00	$154.00	$158.00	$163.00	$168.00	$173.00
Site Safety Manager	$125.00	$129.00	$133.00	$137.00	$141.00	$145.00	$149.00
Assistant Construction Manager	$115.00	$118.00	$122.00	$126.00	$129.00	$133.00	$137.00
Prevailing Wage Compliance	$100.00	$103.00	$106.00	$109.00	$113.00	$116.00	$119.00

7. QUALIFICATIONS AND REFERENCES

The following qualifications are submitted in support of this proposal. Since 1974, Moote has provided cost estimating, public and private bidding, project management, and construction management services on more than 7,500 projects throughout California, including backbone infrastructure within the City of Ontario and Ontario Ranch.

Relevant Experience

Representative programs comparable in scope, contracting method, and agency environment to the Ontario Ranch West corridors are listed below. Moote has delivered approximately $300 million of offsite backbone infrastructure within the City of Ontario over the past ten years. Values are approximate and stated per Moote's project records. Two of these programs — Merrill Commerce Center and Ontario DC16 (final acceptance June 2026) — were delivered jointly with Westland (WLG), the City's Engineer of Record for the Ontario Ranch Road corridor. The City would begin this program with an Owner's Representative and a design team that have already delivered Ontario backbone infrastructure together.

Program	Construction Value	Moote's Role	Outcome
Merrill Commerce Center — offsite backbone (Prologis), 2021–Present	~$200,000,000	Estimating, schedules, public & private bidding, PM, CM, reimbursements — full offsite backbone incl. 3.5 mi of 30' deep sanitary sewer, ~4 mi major storm drain, domestic & recycled water, streets, signals, joint trench, fiber optics; delivered jointly with Westland (WLG) as Engineer of Record	In progress — approximately 6 months to City acceptance
Ontario Commerce Center (Crow Industrial), 2023–2025	~$18,000,000	Estimating, schedules, public & private bidding, PM, CM, DIF reimbursements — storm drain, domestic & recycled water, joint trench, streetlights, fiber optics, signals, streets, landscape	Final acceptance received 2025

Esperanza — Bellegrave, Hamner, Mill Creek & Eucalyptus (Lennar), 2017–2020	~$11,400,000	Estimating, schedules, public bidding, PM, CM, DIF reimbursements — sanitary sewer, storm drain, domestic & recycled water, signals, streetlights, fiber optics, streets	Delivered 2017–2020; DIF reimbursements administered
Colony Commerce Center West, PM-19643 (CapRock Partners), 2019–2021	~$7,000,000	Estimating, schedules, public bidding, PM, CM, reimbursements — sanitary sewer incl. 30' deep, storm drain, domestic & recycled water; streets incl. Archibald Ave	Final acceptance received Nov 2021
Grand Park — Archibald Ave & Ontario Ranch Rd (Lennar), 2021–2023	~$2,900,000	Estimating, schedules, public bidding, PM, CM, DIF reimbursements — traffic signal, streets, landscape on the Ontario Ranch Road corridor	Delivered 2021–2023; DIF reimbursements administered

Key Personnel

The individuals below are the named team carried in the Task 3 and Task 4 staffing plans in Section 8. Team composition will not change without City concurrence. Full resumes are available upon request.

- **Eric Nutter — Principal / Principal-in-Charge.** Eric will direct the program, serve as the City's primary point of contact, and lead cost estimating, bid administration, and program-level budget and schedule control, committed at a minimum of 30 hours per week for the program duration and budgeted at an average of 35 hours per week. Eric has been an integral part of Moote Companies since 2014, steadily advancing from Assistant Project Manager to Project Manager, Director of Operations, and now Principal. His leadership and expertise have been instrumental in the company's continued success, particularly in large scale infrastructure development. Eric has had the privilege of working with some of the top industrial developers in Southern California managing the offsite infrastructure for over 20 million square feet of industrial space, totaling more than $300 million in offsite infrastructure improvements. Beyond project execution, Eric has played a crucial role in due diligence, public and private bidding processes, project and construction management, and post-construction reimbursements.
- **Emily Gorman — Senior Project Manager.** Emily will manage day-to-day project management across all concurrent bid packages under Task 3, including submittals, RFIs, change order administration, pay applications, certified payroll collection, and agency coordination, committed at thirty (30) hours per week during the initial Chino / Vineyard sanitary sewer phase and full time at forty (40) hours per week from program-wide mobilization in January 2028 forward. Emily brings ten

years of land development and construction experience across the Inland Empire, the last four with Moote Companies. She currently manages all the day to day project management duties at Prologis's Merrill Commerce Center which consists of $200 million of offsite infrastructure. She recently completed the offsites for a 1.2 million square foot Good Year building, Ontario DC 16 offsites and the Ontario Ranch Business Park. Prior to Moote she managed entitlements, CEQA processing, and pre-construction on more than 3.5 million square feet of industrial development in Ontario, Moreno Valley and Jurupa Valley.

- **Mike Magana — Senior Construction Manager.** Mike will lead field construction management under Task 4, full time for the construction duration, including contractor scheduling and coordination, daily reporting and photographic documentation, quantity verification, and agency acceptance. Mike has been the lead Senior Construction Manager for Moote Companies on the Prologis Merrill Commerce Center project in Ontario since the inception of the project in 2021. Mike coordinates with all the prime contractor, subcontractors, Geotech's, surveyors, inspectors, neighbors, homeowners, businesses and all other parties related to the project. He drives the schedule, identifies potential issues before they become a roadblock in the field. Prior to Moote Mike was a land development construction manager with Brookfield Properties where he managed some of Brookfields projects in the NMC and prior to that Mike was with Lennar and Cal Atlantic. Mike is well versed in offsite land development infrastructure and his knowledge and experience is invaluable to a project of this size and magnitude, especially since he is the one who managed all the regional backbone infrastructure this project is tying into.
- **Robert Thacker — Construction Manager.** Robert will provide full-time field construction management under Task 4 alongside the Senior Construction Manager, including daily job reports, red-lined field prints, traffic control coordination, and resident and business owner relations. Robert brings more than three decades of construction field experience, including twenty years as a forman and superintendent and over sixteen years in construction health and safety leadership on major Southern California programs including SoFi Stadium, the LAX Midfield Satellite Concourse, and UCLA. He has been on the Merrill Commerce Center backbone program in Ontario since its inception, providing site safety and construction management support under Mike Magana. A Construction Health and Safety Technician (CHST) and OSHA 500 authorized construction instructor with extensive Cal/OSHA compliance experience, Robert gives the City field management with safety discipline built in.

- The following references have direct knowledge of Moote's performance on comparable public infrastructure programs

Name	Title	Agency / Organization	Contact
Sam Cho	Director of Development	Prologis	470-349-0153 scho@prologis.com
Jason Lee	VP Land Acquisition, Development & Entitlements	RCCD	714-412-6263 jasonl@rccdinc.com
Miguel Sotomayor	Principal Engineer	City of Rancho Cucamonga	909-774-4330 Miguel.Sotomayor@cityofrc.us

Insurance and Compliance

- **Insurance.** Moote maintains commercial general liability, workers' compensation and employer's liability, and professional liability coverage, and will furnish certificates and endorsements — including additional insured endorsements in favor of the City — meeting the requirements of the City's standard professional services agreement upon selection.

Organization Chart

Moote reports directly to the City's Principal Engineer and functions as an extension of City staff. Reporting lines are as follows:

- **City of Ontario / OMUC — Principal Engineer:** program direction and all City approvals.
- **Eric Nutter, Principal-in-Charge:** single point of accountability to the City; directs all Moote tasks.
- **Emily Gorman, Senior Project Manager:** Task 3 project management; reports to the Principal-in-Charge.
- **Mike Magana, Senior Construction Manager; Robert Thacker, Construction Manager; and an Assistant Construction Manager (TBD):** Task 4 field construction management; report to the Principal-in-Charge and coordinate daily with the Senior Project Manager.
- **Interfaces:** Engineers of Record (Westland — Ontario Ranch Road; Ardurra — Grove Avenue) under separate City design and construction support contracts; City inspection of record and materials testing by others; utility purveyors and outside agencies coordinated through Moote.

8. FEE PROPOSAL

- Task 1 (Cost Estimating and Master Schedule) is proposed on a time-and-materials basis against an allowance.
- Task 2 (Public and Private Bid Administration and Bid Support) is proposed as a fixed fee per bid package.
- Task 3 (Project Management) is proposed on a time-and-materials basis at the Section 6 rate schedule.
- Task 4 (Construction Management) is proposed as a full-time monthly fixed fee built from the Section 6 rate schedule.
- Task 5 (Reserve for Additional Bid Packages) is an allowance drawn only upon written City authorization.

Task 1 — Cost Estimating and Master Schedule

Position	Rate	Estimated Hours	Total T&M Allowance
Principal	$215.00	215	$46,225.00
Estimator	$165.00	300	$49,500.00
Project Administrator	$145.00	250	$36,250.00
Program Scheduling, Planning, Strategy & Coordination	Section 6 rates	—	$50,000.00
PROGRAM TOTAL		**765**	**$181,975.00**

TASK 1 TOTAL — T&M Allowance of $181,975.00. Moote will invoice only for time actually spent producing estimates, budgets, schedules, updates, and program planning. The allowance includes $50,000.00 for program scheduling, planning, strategy, and coordination meetings over and beyond milestone estimate production. Hours are invoiced at the Section 6 rates in effect at the time services are performed. Moote holds an existing $100,000.00 contract with the City that may be applied to offset this allowance, reducing the net new authorization required to approximately $81,975.00.

Task 2 — Public and Private Bid Administration and Bid Support

Fixed fee of $15,000.00 per public bid package, inclusive of specification preparation, take-offs, Contract Price Schedule, advertisement, addenda, bid opening, bid analysis, and contract assembly. The ORR Bridge package carries a fixed fee of $25,000.00 to account for the additional specification, permitting coordination, and bid analysis effort associated with the structure.

Package Type	Qty	Total
Standard bid packages @ $15,000.00 each	17	$255,000.00
ORR Bridge — Cucamonga Channel @ $25,000.00	1	$25,000.00
TASK 2 TOTAL	**18**	**$280,000.00**

Task 3 — Project Management — Dedicated Program Team (T&M)

A dedicated, named program team providing continuous project management across all concurrent bid packages for the full program duration.

Position / Staff	Rate	Hrs / Week	Monthly (2026 Rates)	64-Month Total
Principal — Eric Nutter	$215.00	20 / 35	$17,200.00 – $30,100.00	—
Senior Project Manager — Emily Gorman	$175.00	30 / 40	$21,000.00 – $28,000.00	—
TOTAL			**$38,200.00 – $58,100.00**	**$3,934,020.00**

Monthly amounts are calculated on the basis of weekly hours × four weeks at the Section 6 rates in effect for each year, and represent a planning average, not a fixed monthly charge. At the City's request, Tasks 3 and 4 are budgeted across the full sixty-four (64) month program duration — April 2027 through July 2032 — as presented in Section 5 and Exhibit B. The Principal and Senior Project Manager are engaged one month ahead of the Chino / Vineyard sewer start to carry planning, coordination, submittals, permits, and the preconstruction meeting. During the initial Chino / Vineyard sanitary sewer phase — April 2027 through December 2027 — the Principal is budgeted at an average of twenty (20) hours per week and the Senior Project Manager at an average of thirty (30) hours per week. From program-wide mobilization in January 2028 through the balance of the program, the Principal is budgeted at an average of thirty-five (35) hours per week and the Senior Project Manager full time at forty (40) hours per week. Minimum commitments during the sewer phase are fifteen (15) hours per week for the Principal and twenty-five (25) hours per week for the Senior Project Manager; thereafter the Principal is committed at a minimum of thirty (30) hours per week and the Senior Project Manager full time, so the allowance absorbs the weeks this program demands more without a change order. For budgeting: (9 × $39,280.00 in 2027) + (12 × $61,680.00 in 2028) + (12 × $63,460.00 in 2029) + (12 × $65,400.00 in 2030) + (12 × $67,340.00 in 2031) + (7 × $69,420.00 in 2032) = $3,934,020.00. Task 3 is invoiced monthly on a time-and-materials basis for hours actually worked, against the allowance shown. Team composition may be rebalanced with City concurrence as program phases shift.

Project management for the City-directed Chino Avenue and Vineyard Avenue sanitary sewer is carried inside this Task 3 allowance and is not a separate add. It is identified here for the City's records. The sewer is the only corridor in construction from April 2027 through December 2027 — one month of preconstruction plus eight months of construction — and the Task 3 cost of that window is nine (9) months × $39,280.00 = $353,520.00.

Task 4 — Construction Management — Dedicated Program Team (Monthly Fixed Fee)

Position / Staff	Rate	Hrs / Week	Monthly (2026 Rates)	64-Month Total
Senior Construction Manager — Mike Magana	$175.00	40	$28,000.00	—
Construction Manager — Robert Thacker	$150.00	40	$24,000.00	—
Assistant Construction Manager — TBD	$115.00	40	$18,400.00	—
TOTAL			**$46,400.00 – $70,400.00**	**$4,282,720.00**

Construction Management staffing scales with the number of corridors in construction — not the number of contractors, which does not change the fee. With one corridor in construction, the City is invoiced a fixed monthly fee for the Senior Construction Manager and Assistant Construction Manager; when a second corridor is in construction concurrently, the Construction Manager is added. As each corridor reaches completion its Construction Manager rolls off and the monthly fee steps back down — the City pays only for the field team actually deployed. The Senior Construction Manager mobilizes one full month ahead of the Chino / Vineyard sewer start, shown below as April 2027, so that Construction Management and Project Management are budgeted across the same sixty-four (64) months. Construction management during the period the sewer is the only corridor in construction — April 2027 through December 2027 — is $410,240.00; combined with the $353,520.00 identified under Task 3, that window accounts for $763,760.00 of the base fee. Monthly fees are built at the Section 6 rates in effect for each year. At the City's request, Task 4 is budgeted across the full sixty-four (64) month program duration presented in Section 5 and Exhibit B, carrying the full three-person Construction Management team:

Period	Corridors	Team	Monthly Fee	Months	Total
2027 (Apr)	Sewer — precon	Sr. CM	$28,800.00	1	$28,800.00
2027 (May–Dec)	Sewer	Sr. CM + Asst. CM	$47,680.00	8	$381,440.00
2028	ORR + Grove	Sr. CM + CM + Asst. CM	$74,720.00	12	$896,640.00
2029	ORR + Grove	Sr. CM + CM + Asst. CM	$76,960.00	12	$923,520.00
2030 (Jan–Feb)	ORR + Grove	Sr. CM + CM + Asst. CM	$79,200.00	2	$158,400.00
2030 (Mar–Dec)	ORR only	Sr. CM + Asst. CM	$52,160.00	10	$521,600.00
2031 (Jan–Jul)	ORR only	Sr. CM + Asst. CM	$53,760.00	7	$376,320.00
2031 (Aug–Dec) — Ext.	Program-wide	Sr. CM + CM + Asst. CM	$81,600.00	5	$408,000.00
2032 (Jan–Jul) — Ext.	Program-wide	Sr. CM + CM + Asst. CM	$84,000.00	7	$588,000.00
TASK 4 TOTAL				**64**	**$4,282,720.00**

Task 5 — Reserve for Additional Bid Packages (Allowance)

Three potential packages are identified in SOW 1.2 but are not currently defined: ORR Sanitary Sewer, Streetlights, and Fiber Optic. Rather than require a contract amendment should the City elect to proceed with any of them, Moote proposes a reserve allowance that the City may draw against by written authorization.

Package	Basis	Allowance
ORR Sanitary Sewer	$15,000.00	$15,000.00
Streetlights (last-lane directive only)	$15,000.00	$15,000.00
Fiber Optic (last-lane directive only)	$15,000.00	$15,000.00
TASK 5 RESERVE	**3 packages**	**$45,000.00**

Task 5 covers bid administration only. Associated project management effort for any authorized package is invoiced on a time-and-materials basis at the rates in Section 6. No portion of Task 5 is invoiced unless the City authorizes the package in writing.

Alternate Add Services

Site Safety Manager — $125.00 per hour (2026 rate), 40 hours per week: $20,000.00 per month at 2026 rates. If engaged for the full sixty-four (64) month budgeting period at the Section 6 rates in effect each year: $1,420,160.00.

Cost Reconciliation & Reimbursement Package — fixed fee of $12,000.00 per package. If engaged for all eighteen (18) bid packages: $216,000.00.

Prevailing Wage Compliance — $100.00 per hour. Dedicated prevailing wage compliance services beyond the certified payroll collection included in Task 3, as described in Section 3, invoiced on a time-and-materials basis.

City-Directed Subconsultants and Vendors

At the City's written direction, Moote will contract with City-designated or City-approved subconsultants and vendors — utility locating and potholing, SWPPP, and similar professional and field support services — and administer their work as part of the program. Pass-through work is invoiced at actual cost plus a 10% administration fee, which covers procurement, contract administration, insurance verification, scheduling, invoice review, and collection of lien releases and certified payroll. Each pass-through firm must meet the City's insurance requirements, name the City and Moote as additional insureds, and comply with prevailing wage and DIR registration requirements; responsibility for performance remains with the performing firm. Construction trade work remains within the publicly bid packages under Task 2, and no pass-through cost is incurred without the City's prior written approval of the firm, scope, and cost.

Fee Summary

Component	Fee	Basis
Task 1 — Estimating, Budget & Master Schedule	$181,975.00	T&M Allowance
Task 2 — Public and Private Bid Administration (18 packages)	$280,000.00	Fixed Fee per Package
Task 3 — Project Management (64 months)	$3,934,020.00	T&M
Task 4 — Construction Management (64 months)	$4,282,720.00	Fixed Fee per Month
SUBTOTAL — BASE SERVICES	**$8,678,715.00**	
ALLOWANCES AND ALTERNATES — IF AUTHORIZED		
Task 5 — Reserve for Additional Bid Packages (3)	$45,000.00	Allowance
Alternate Add — Site Safety Manager (64 months)	$1,420,160.00	T&M
Alternate Add — Cost Reconciliation & Reimbursement (18)	$216,000.00	Fixed Fee per Package
Alternate Add — Prevailing Wage Compliance	$100.00 / hour	T&M — As Requested
Subcontractor or Vendor Pass Through	10% Markup	Cost Plus
TOTAL IF ALL ALLOWANCES AND ALTERNATES AUTHORIZED	**$10,359,875.00**	

Base services of $8,678,715.00 represent approximately **4.57%** of an anticipated program value of approximately **$190 million**, which does not yet include the construction value of the Chino / Vineyard sanitary sewer. Full-service program and construction management on public infrastructure of this scale commonly ranges from eight to twelve percent of construction value.

9. ASSUMPTIONS AND EXCLUSIONS

This section should be read together with Section 2, Basis of Proposal, and the schedule assumptions in Section 5.

- A duration of sixty-four (64) months is assumed for budgeting Tasks 3 and 4 — April 2027 through July 2032 — being the program duration shown in Section 5 and Exhibit B, which includes the twelve (12) month period added at the City's request. Task 1 and Task 2 are not duration-dependent: Task 1 is invoiced on a time-and-materials basis against an allowance, and Task 2 is a fixed fee per bid package earned as each package is bid. Task 3 begins upon completion of the first bid and is invoiced on a time-and-materials basis. Task 4 begins at construction commencement and is invoiced as a monthly fixed fee. Should the construction duration extend beyond the 64-month budgeting period for reasons outside Moote's control, Tasks 3 and 4 will be extended by change order or contract amendment as described in Section 3, at the Section 6 rates in effect at the time the services are performed.
- Engineering design (PS&E), survey, geotechnical investigation, environmental documentation, right-of-way appraisal and acquisition services, and Engineer of Record construction support are by others under separate City contracts. Moote does not provide engineering design.
- The Regional Traffic Analysis is by others; Moote will coordinate with and incorporate its outputs.
- City inspection of record, specialty and deputy inspection, and materials testing are by others; Moote will coordinate with all third-party consultants.
- The base fee includes eighteen (18) bid packages. ORR Sanitary Sewer, Streetlights, and Fiber Optic packages, and any others directed by the City, are carried under the Task 5 Reserve at $15,000.00 per package for bid administration, plus project management on a time-and-materials basis.
- The Chino Avenue and Vineyard Avenue sanitary sewer is included in Tasks 3 and 4 only. At the City's direction, Moote's scope on that package is project management and construction management; cost estimating, master scheduling, and bid administration for it are excluded from Tasks 1 and 2 and are not included in the base fee. If later directed, that effort would be added by amendment at the Task 2 fixed fee per package plus estimating effort at the Section 6 rates.
- Labor compliance services do not include collection of one-time or monthly documentation otherwise required by associated labor laws, nor on-site worker interviews; those services are available as an Alternate Add at the hourly rate in Section 6.
- Services assume an eight-hour workday, Monday through Friday. Overtime, night, holiday, or weekend work requested by the City or required by contractor operations will be addressed by change order.
- City-furnished items include plan reproduction for bidding, project accounting, legal review of contracts, and permit fees.
- Field office, trailer, utilities, and internet, if required, will be provided at cost as a reimbursable or alternate item.
- The Construction Manager is not responsible for contractors' means, methods, or jobsite safety programs, or for the adequacy of contractor performance. Contractors remain solely responsible for their work.

10. PAYMENT TERMS AND ACCEPTANCE

INVOICING. Moote will invoice monthly for services performed during the preceding month, with supporting detail by task. Invoices will identify the task, the personnel and hours applied for time-and-materials tasks, and the milestone or period earned for fixed-fee tasks.

PAYMENT. Payment terms will follow the payment provisions of the City's standard professional services agreement. In the absence of such provisions, invoices are payable within forty-five (45) days of receipt. Moote will administer invoicing consistent with the California Prompt Payment Act and the City's normal accounts payable cycle.

DISPUTED AMOUNTS. If the City disputes any portion of an invoice, Moote requests that the City pay the undisputed portion in the normal course and notify Moote in writing of the disputed portion so that it can be reviewed and resolved promptly. Moote will work cooperatively with City staff to resolve any billing question without interruption to services.

AGREEMENT FORM. Moote is prepared to execute the City's standard professional services agreement and to provide certificates of insurance and any other documentation the City requires. The signature block below is provided for the City's convenience and may be replaced in its entirety by the City's own agreement form.

We appreciate the opportunity to submit this proposal and look forward to being included on your professional team.

MOOTE COMPANIES LLC

BY: _____

Eric Nutter
Principal

DATE: _____

CITY OF ONTARIO

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBITS

The following exhibits are attached to and made part of this proposal:

- **Exhibit A — Assumed Infrastructure by Discipline (Sheets A-1 through A-6)**
- **Exhibit B — Preliminary Program Schedule**

EXHIBIT A — ASSUMED INFRASTRUCTURE BY DISCIPLINE

The following sheets, one per discipline and covering the program corridors, are attached following this page:

- **Exhibit A-1 —** Sanitary Sewer
- **Exhibit A-2 —** Storm Drain
- **Exhibit A-3 —** Domestic Water
- **Exhibit A-4 —** Recycled Water
- **Exhibit A-5 —** Joint Trench / Rule 20 Dry Utilities
- **Exhibit A-6 —** Street Improvements

Alignments shown are assumed for scoping and pricing purposes, prepared without plans or exhibits from the five-page Scope of Work (SOW 1.2, dated 6/23/26); final alignments are by the Engineers of Record.

ONTARIO RANCH WEST

Ontario Ranch Rd, Grove Ave & Chino / Vineyard Sewer — City of Ontario / OMUC

EXHIBIT A-1

SANITARY SEWER

Ontario Ranch West: Ontario Ranch Road, Grove Avenue and Chino / Vineyard Sewer Improvements

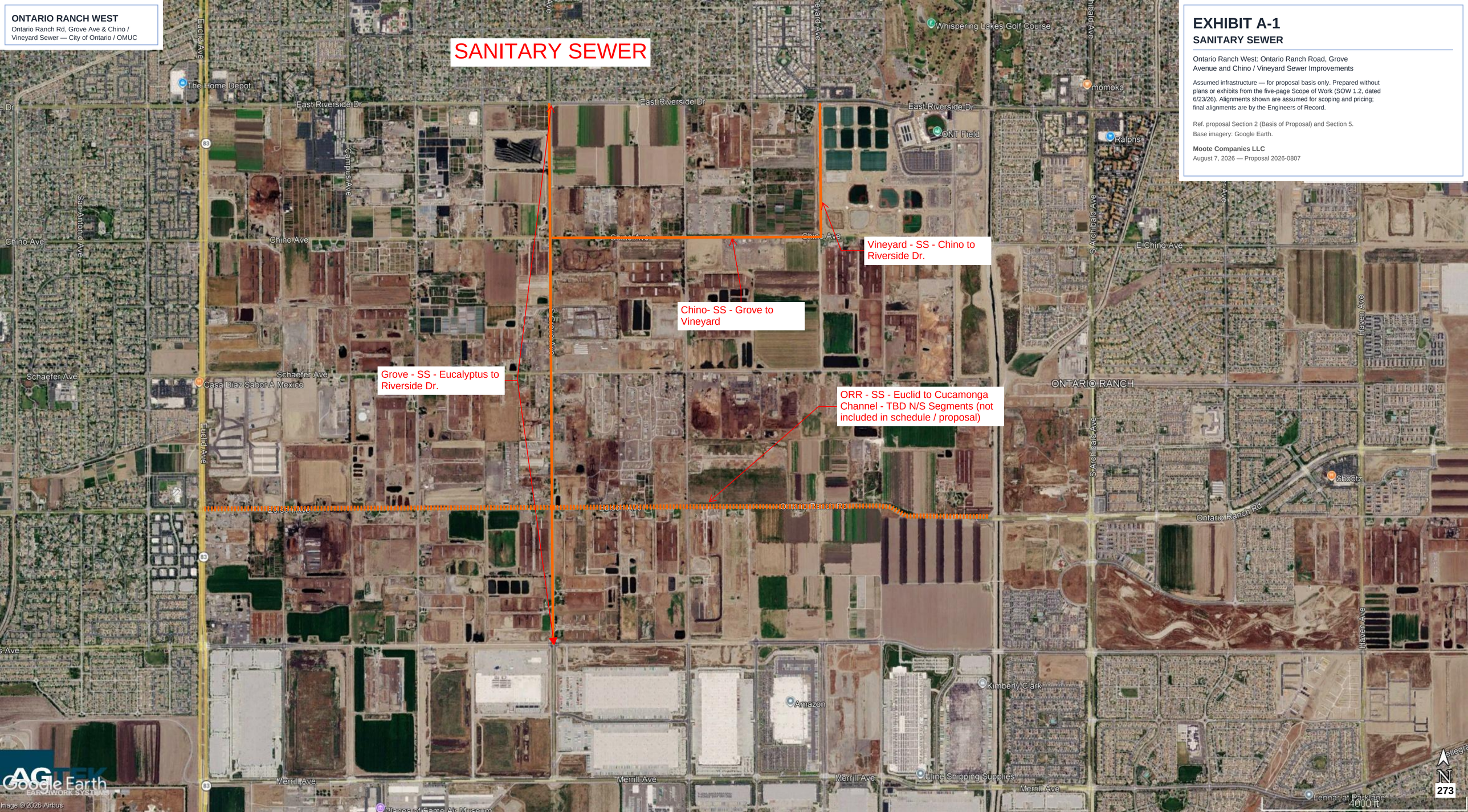
Assumed infrastructure — for proposal basis only. Prepared without plans or exhibits from the five-page Scope of Work (SOW 1.2, dated 6/23/26). Alignments shown are assumed for scoping and pricing; final alignments are by the Engineers of Record.

Ref. proposal Section 2 (Basis of Proposal) and Section 5.

Base imagery: Google Earth.

Moote Companies LLC

August 7, 2026 — Proposal 2026-0807



ONTARIO RANCH WEST
Ontario Ranch Rd, Grove Ave & Chino / Vineyard Sewer — City of Ontario / OMUC

EXHIBIT A-2

STORM DRAIN

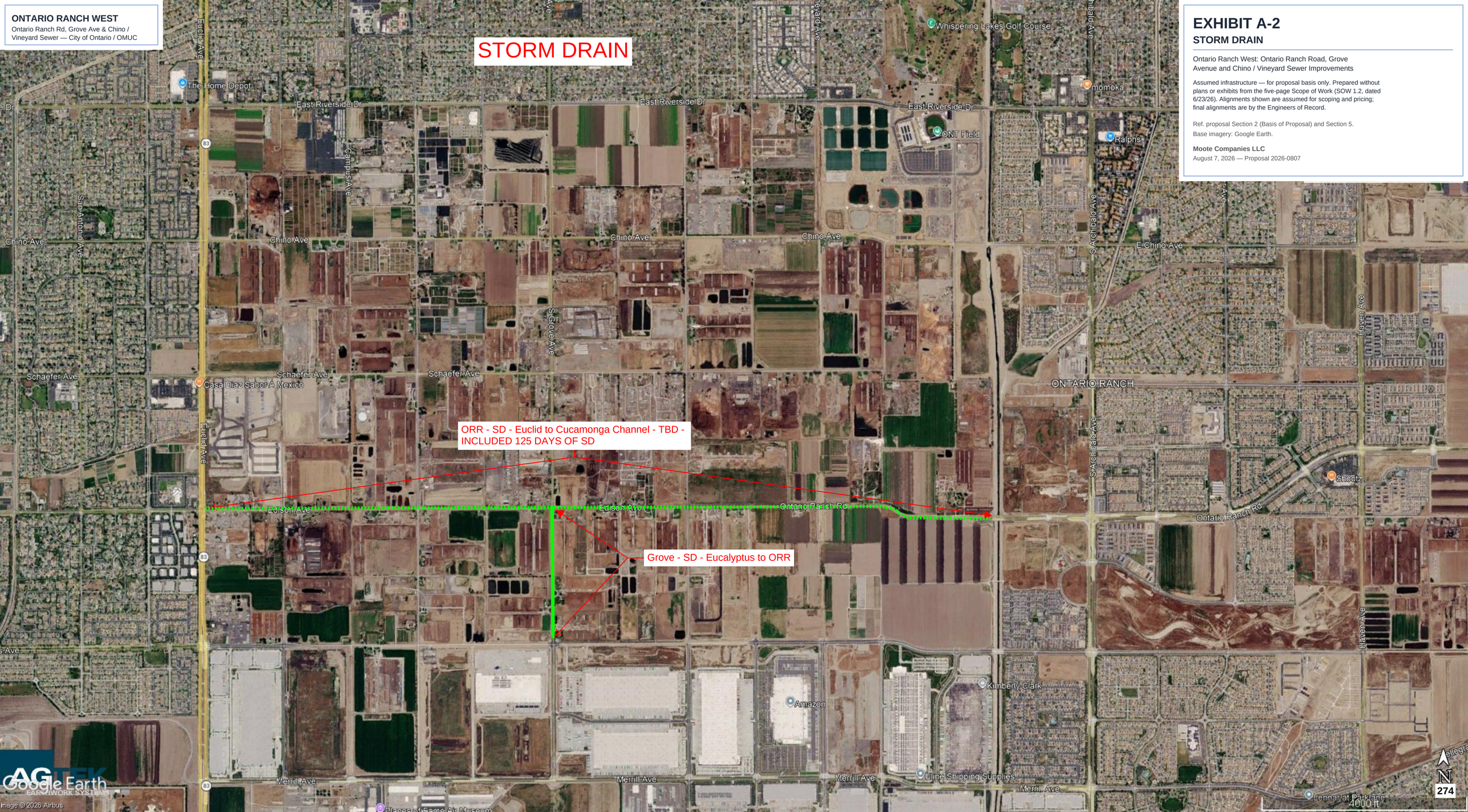
Ontario Ranch West: Ontario Ranch Road, Grove Avenue and Chino / Vineyard Sewer Improvements

Assumed infrastructure — for proposal basis only. Prepared without plans or exhibits from the five-page Scope of Work (SOW 1.2, dated 6/23/26). Alignments shown are assumed for scoping and pricing; final alignments are by the Engineers of Record.

Ref. proposal Section 2 (Basis of Proposal) and Section 5.

Base imagery: Google Earth.

Moote Companies LLC
August 7, 2026 — Proposal 2026-0807



ONTARIO RANCH WEST
Ontario Ranch Rd, Grove Ave & Chino / Vineyard Sewer — City of Ontario / OMUC

EXHIBIT A-3
DOMESTIC WATER

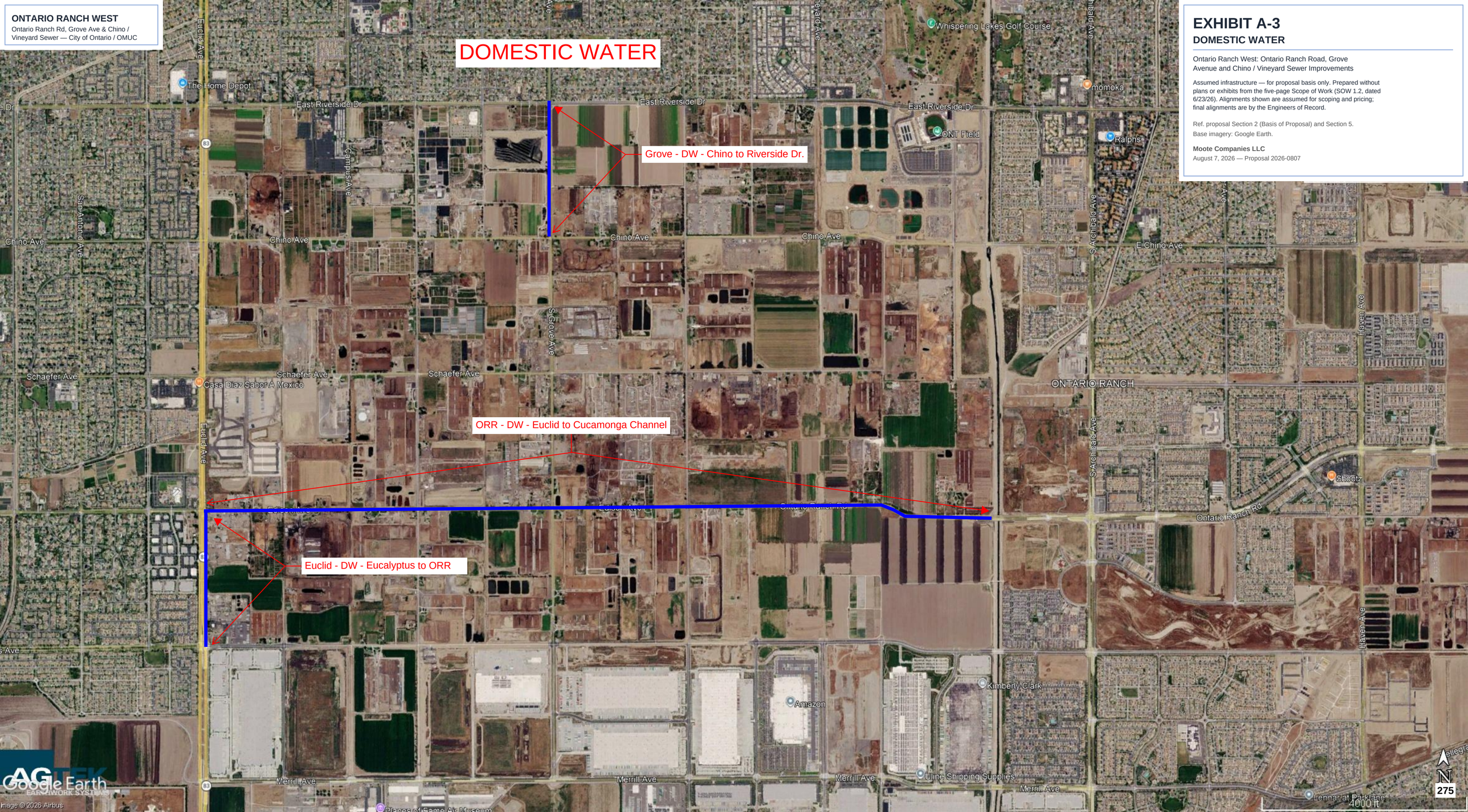
Ontario Ranch West: Ontario Ranch Road, Grove Avenue and Chino / Vineyard Sewer Improvements

Assumed infrastructure — for proposal basis only. Prepared without plans or exhibits from the five-page Scope of Work (SOW 1.2, dated 6/23/26). Alignments shown are assumed for scoping and pricing; final alignments are by the Engineers of Record.

Ref. proposal Section 2 (Basis of Proposal) and Section 5.

Base imagery: Google Earth.

Moote Companies LLC
August 7, 2026 — Proposal 2026-0807



ONTARIO RANCH WEST

Ontario Ranch Rd, Grove Ave & Chino / Vineyard Sewer — City of Ontario / OMUC

EXHIBIT A-4

RECYCLED WATER

Ontario Ranch West: Ontario Ranch Road, Grove Avenue and Chino / Vineyard Sewer Improvements

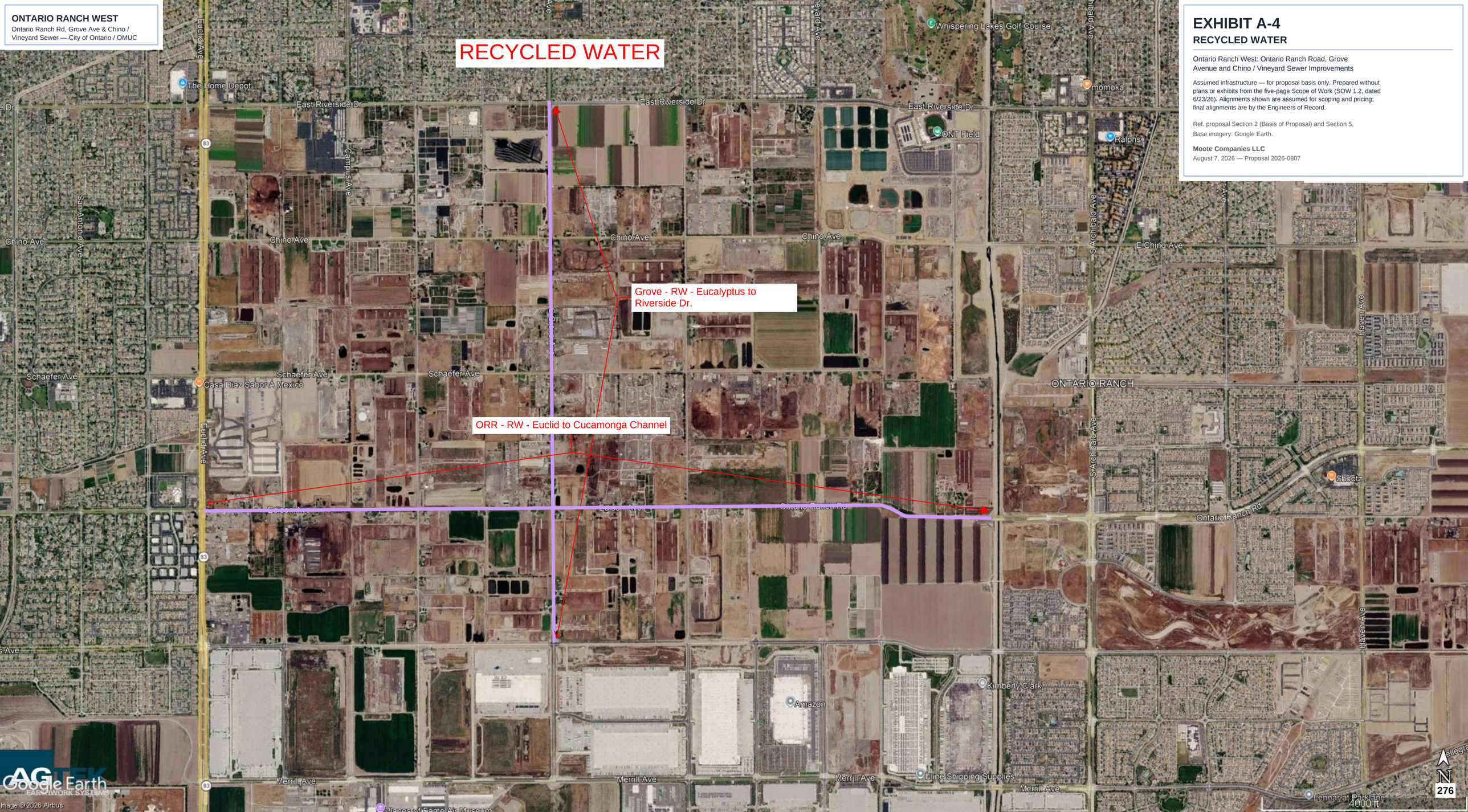
Assumed infrastructure — for proposal basis only. Prepared without plans or exhibits from the five-page Scope of Work (SOW 1.2, dated 6/23/26). Alignments shown are assumed for scoping and pricing; final alignments are by the Engineers of Record.

Ref. proposal Section 2 (Basis of Proposal) and Section 5.

Base imagery: Google Earth.

Moote Companies LLC

August 7, 2026 — Proposal 2026-0807



ONTARIO RANCH WEST

Ontario Ranch Rd, Grove Ave & Chino / Vineyard Sewer — City of Ontario / OMUC

EXHIBIT A-5

JOINT TRENCH / RULE 20 DRY UTILITIES

Ontario Ranch West: Ontario Ranch Road, Grove Avenue and Chino / Vineyard Sewer Improvements

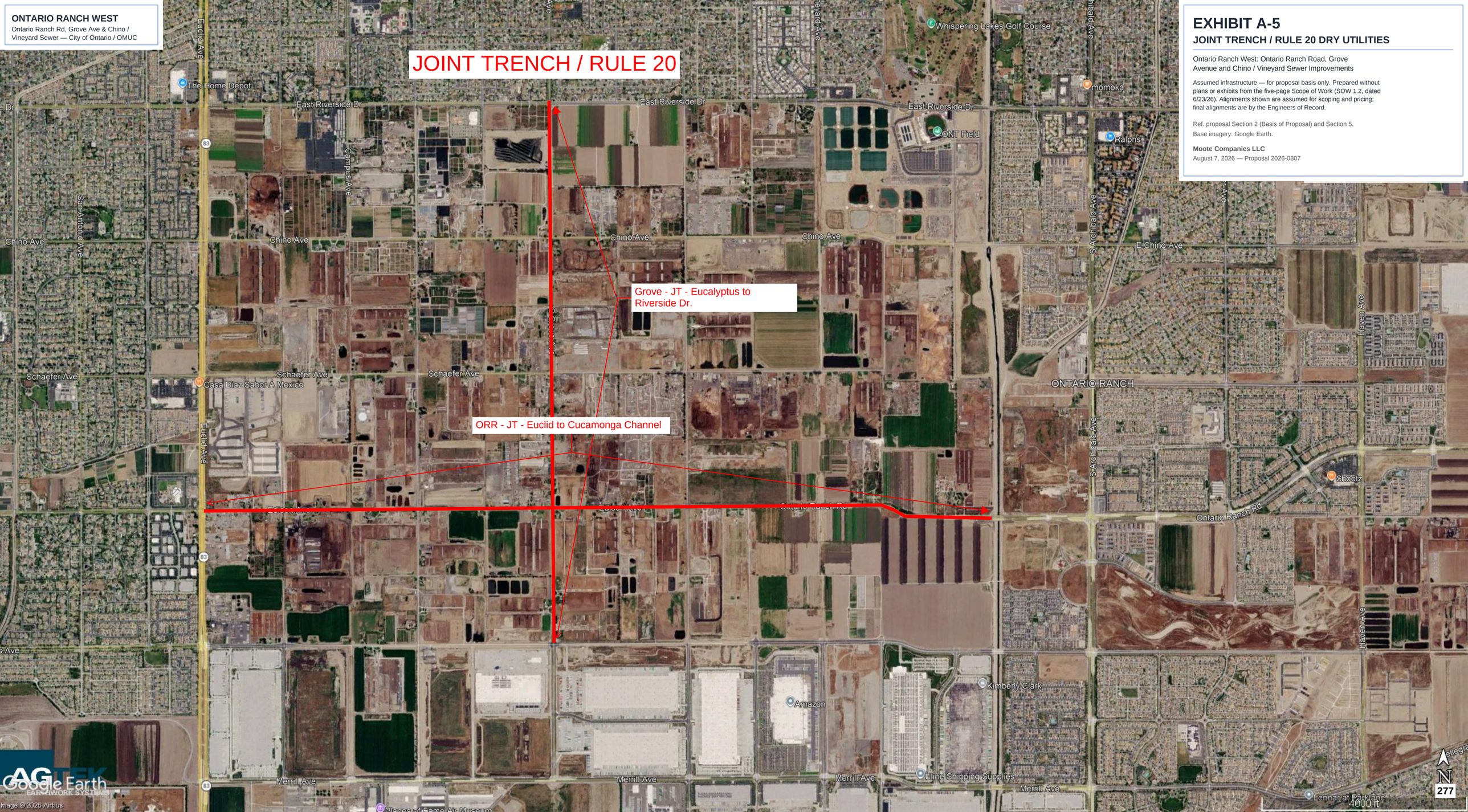
Assumed infrastructure — for proposal basis only. Prepared without plans or exhibits from the five-page Scope of Work (SOW 1.2, dated 6/23/26). Alignments shown are assumed for scoping and pricing; final alignments are by the Engineers of Record.

Ref. proposal Section 2 (Basis of Proposal) and Section 5.

Base imagery: Google Earth.

Moote Companies LLC

August 7, 2026 — Proposal 2026-0807



ONTARIO RANCH WEST
Ontario Ranch Rd, Grove Ave & Chino / Vineyard Sewer — City of Ontario / OMUC

EXHIBIT A-6
STREET IMPROVEMENTS

Ontario Ranch West: Ontario Ranch Road, Grove Avenue and Chino / Vineyard Sewer Improvements

Assumed infrastructure — for proposal basis only. Prepared without plans or exhibits from the five-page Scope of Work (SOW 1.2, dated 6/23/26). Alignments shown are assumed for scoping and pricing; final alignments are by the Engineers of Record.

Ref. proposal Section 2 (Basis of Proposal) and Section 5.

Base imagery: Google Earth.

Moote Companies LLC
August 7, 2026 — Proposal 2026-0807

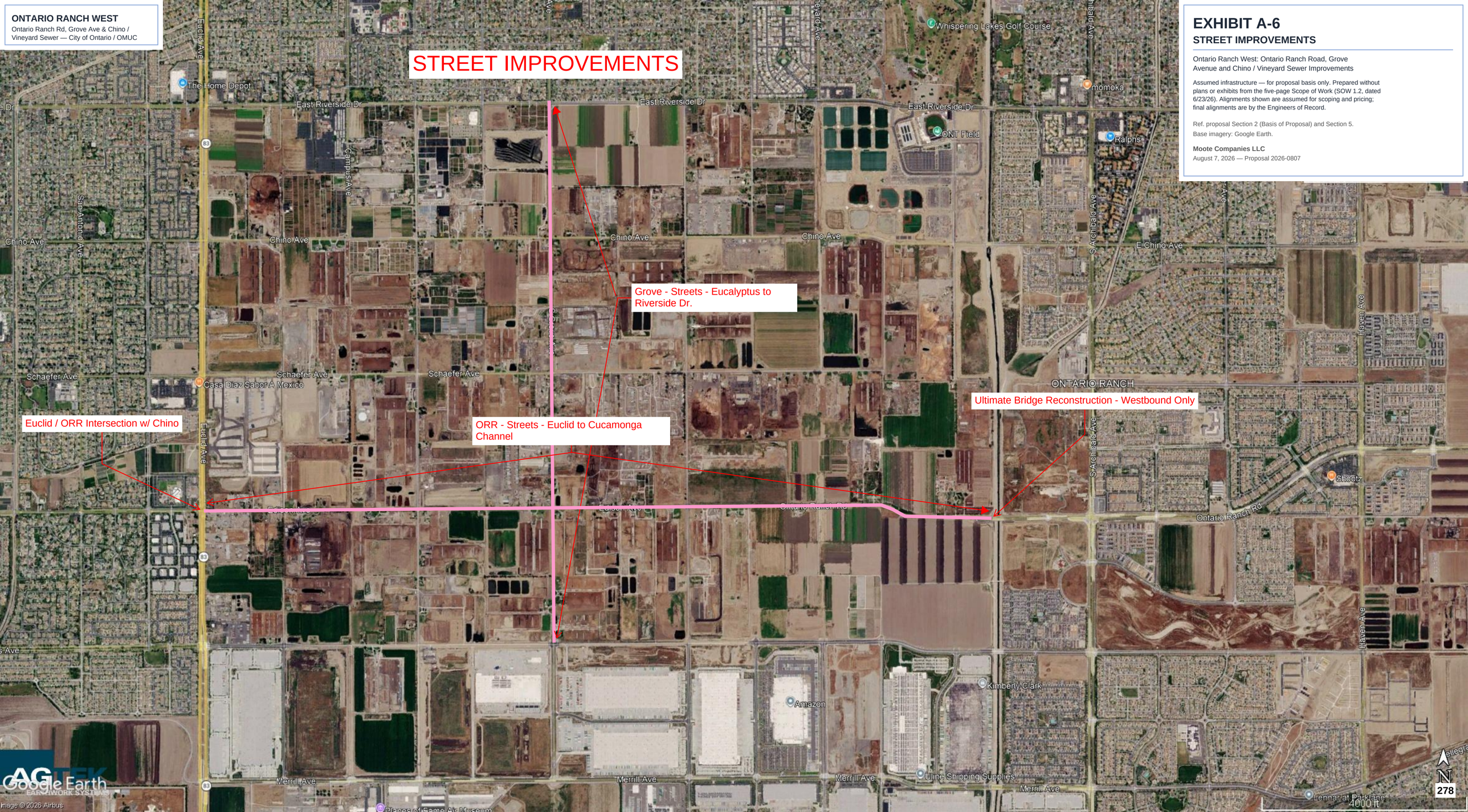
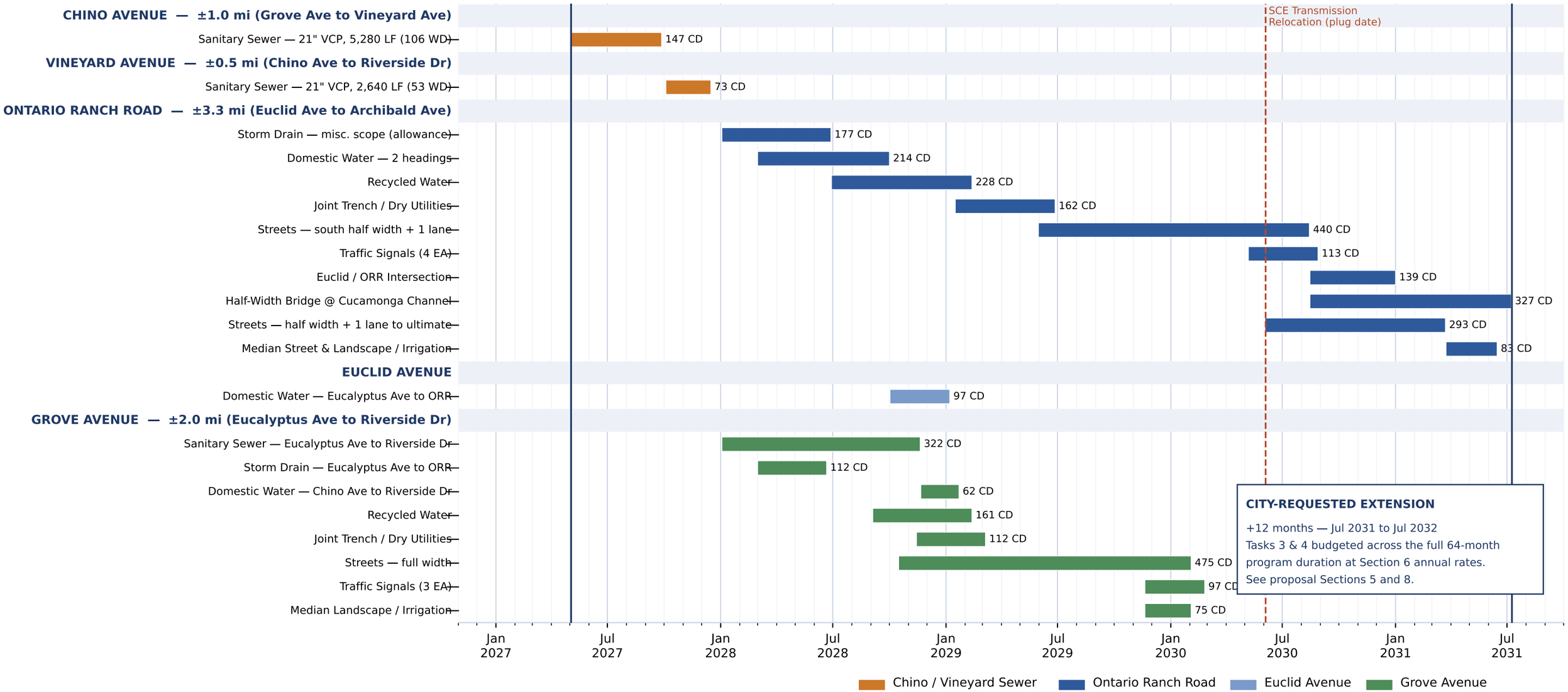


EXHIBIT B — PRELIMINARY PROGRAM SCHEDULE

Ontario Ranch West: Ontario Ranch Road, Grove Avenue and Chino / Vineyard Sanitary Sewer Improvements

Assumed program start 04/2027 (preconstruction) • corridor completion 07/09/2031 • City-requested 12-month extension to 07/2032 • 64-month program duration



Preliminary and for proposal basis only. Prepared without plans or exhibits from the five-page Scope of Work (SOW 1.2, dated 6/23/26). Durations shown in calendar days; see proposal Section 5 for working-day durations, assumptions, and clarifications requested. Excludes ORR Sanitary Sewer (no scope defined), Streetlights, and Fiber Optic. Moote Companies LLC. REV 6 — carries the City-directed Chino Avenue and Vineyard Avenue sanitary sewer (±1.5 mi of 21" VCP, 159 working days at 50 LF per day) as the first construction activity; Ontario Ranch Road, Euclid Avenue and Grove Avenue shift 364 calendar days to a 01/03/2028 start per City direction. The corridor durations shown plus the City-requested twelve (12) month extension (Jul 2031 – Jul 2032) = a sixty-four (64) month program duration.

Attachment C

Exhibit “C” – COMPENSATION

MOOTE | SINCE 1974
LAND DEVELOPMENT SOLUTIONS

60 Corporate Park, Suite 100
Irvine, CA 92606
(949) 428-1400
www.moote.com

2026 TIME & MATERIALS RATE SCHEDULE

Classification (per hour)	2026	2027	2028	2029	2030	2031	2032
Principal	$215.00	$221.00	$228.00	$235.00	$242.00	$249.00	$257.00
Senior Project Manager	$175.00	$180.00	$186.00	$191.00	$197.00	$203.00	$209.00
Senior Construction Manager	$175.00	$180.00	$186.00	$191.00	$197.00	$203.00	$209.00
Estimator	$165.00	$170.00	$175.00	$180.00	$186.00	$191.00	$197.00
Construction Manager	$150.00	$155.00	$159.00	$164.00	$169.00	$174.00	$179.00
Project Administrator	$145.00	$149.00	$154.00	$158.00	$163.00	$168.00	$173.00
Site Safety Manager	$125.00	$129.00	$133.00	$137.00	$141.00	$145.00	$149.00
Assistant Construction Manager	$115.00	$118.00	$122.00	$126.00	$129.00	$133.00	$137.00
Prevailing Wage Compliance	$100.00	$103.00	$106.00	$109.00	$113.00	$116.00	$119.00

Notes

Annual escalation. Rates escalate three percent (3%) year over year as shown above, and continue to escalate three percent (3%) annually beyond 2032 if services extend further. Hourly services are invoiced at the rate in effect at the time services are performed.

Fully burdened. Rates are fully burdened and include normal reproduction, mobile communications, and vehicle costs.

Extended team. Additional classifications required by the program, if any, will be proposed at market rates subject to City approval and will follow the same three percent (3%) annual escalation.

Pass-through work. Client-directed subconsultant and vendor pass-through work is invoiced at actual cost plus a ten percent (10%) administration fee.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
DESIGN SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of _____, by and between the City of Ontario, a municipal corporation organized and operating 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 **WestLAND Group, Inc.**, a **California Corporation,** with its principal place of business at **8885 Haven Ave, Suite 100, Rancho Cucamonga, CA 91730** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant**.** Consultant desires to perform and assume responsibility for the provision of certain professional **engineering** design services required by the City on the terms and conditions set forth in this Agreement. Consultant warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Consultant is a corporation or other organization, the Project Consultant designated pursuant to Section 3.2, and not the Consultant itself, shall be fully licensed to practice as an **engineer** in the State of California.

2.3 Project**.** City desires to engage Consultant to render such services for the **Ontario Ranch Road Corridor Improvement Project** ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Consultant.

3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **engineering** and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement

(hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld.

3.1.2 Term. The term of this Agreement shall be from **September 15, 2026** to **August 31, 2031**, 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.

3.2 Project Consultant; Key Personnel.

3.2.1 **Engineer of Record.** Consultant shall name a specific individual to act as Project Consultant, subject to the approval of City. Consultant hereby designates **Siara MacKinney** (License No. **85559**) to act as the **Engineer of Record** for the Project. The **Engineer of Record** shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with City and all contractors, consultants, engineers and inspectors on the Project. Any change in the **Engineer of Record** shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new **Engineer of Record** shall be of at least equal competence as the **Engineer of Record**. In the event that City and Consultant cannot agree as to the substitution of a new **Engineer of Record**, City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the **Engineer of Record**, Consultant has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Consultant may substitute others of at least equal competence upon written approval of the City. In the event that City and Consultant cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **N/A**

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Consultant shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of Consultant's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Consultant shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work to allow City to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Consultant's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Consultant shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Consultant's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Consultant at Consultant's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. 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 qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them 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, 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.

3.4.2 Performance of Employees. Any employee or consultant 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 or consultant 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.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Consultant by law. Consultant shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. Consultant shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Consultant shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not known or reasonably should not have been known by Consultant. Consultant shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Consultant shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Consultant and City.

3.5.3 Americans with Disabilities Act. Consultant will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Consultant shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Consultant brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Consultant's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Consultant, and the Consultant shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Consultant request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Consultant shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Consultant shall provide City with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Consultant shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 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 (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall 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. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. City retains Consultant on an independent contractor basis and Consultant is not an employee of City. Consultant is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City, and shall at all times be under Consultant's exclusive direction and control. 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.

3.7 Schedule of Services.

3.7.1 Consultant Services. Consultant shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Consultant agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Consultant shall prepare an estimated time schedule for the performance of Consultant's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Consultant cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Consultant without the prior written approval of City. If the Consultant's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Consultant will be responsible.

3.7.4 Excusable Delays. Any delays in Consultant's work caused by the following may be added to the time for completion of any obligations of Consultant: (1) the actions of City or its employees; (2) the actions of those in direct contractual relationship with City; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Consultant; and (5) any Force Majeure Event (as defined herein) or other unforeseen occurrence not due to any fault or negligence on the part of Consultant. Neither the City nor the Consultant shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Force Majeure Events. 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. Should a Force Majeure Event occur, the non-performing Party shall, within fifteen (15) calendar days of the beginning of an Force Majeure Event, 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 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.

3.7.6 Request for Excusable Delay Credit. The Consultant shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the Parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Consultant for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the Parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Consultant make an application for an extension of time, Consultant shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Services.

3.8.1 Request for Services. At City's request, Consultant may be asked to perform services not otherwise included in this Agreement, not included within the basic services

listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) 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 for the Consultant to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Consultant as to the compensation to be paid for such services. City shall pay Consultant for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Consultant pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Consultant was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Consultant to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Consultant.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Consultant is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Consultant's services for the Project.

3.9 City Responsibilities. City's responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Consultant all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget

limitation information, the City shall provide the Consultant with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Consultant, City shall furnish Consultant with, or direct Consultant to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City 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 Contract. The City Manager hereby designates **Dennis Mejia, PE, Utilities Engineering Manager**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Consultant, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Consultant of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **Seven Million, Five Hundred Forty Thousand, Five Hundred Fifty-Two** Dollars **($7,540,552**) ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Consultant perform Additional Services. As used herein, Additional Services 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. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "B" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. If City requires Consultant to hire consultants to perform any Additional Services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit "B" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Consultant shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "B" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Consultant in the interest of the Project. Consultant shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of $1,000; and (5) other costs, fees and expenses in excess of $1,000.

3.10.4 Payment to Consultant. Consultant's compensation and reimbursable expenses shall be paid by City to Consultant no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "B" attached hereto and incorporated herein by reference. In order to receive payment, Consultant shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement 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 statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Consultant shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the Parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Consultant shall present to City an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services 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 thirty (30) days of receiving such statement, review

the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Consultant shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Consultant. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the City, incurred by the City for which Consultant is liable under the Agreement or state law. Payments to the Consultant for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Consultant shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from Parties not within the Consultant's reasonable control.

3.10.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Consultant agrees to fully comply with and to require its consultants 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 shall be mandatory upon the Consultant and all subconsultants 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. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Consultant or its consultants to comply with the Prevailing Wage Laws.

(a) Registration/DIR Compliance. If the Services are being performed as part of an applicable "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 performing such Services 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. 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 Department of Industrial Relations 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 Department of Industrial Relations against Consultant or any subconsultant.

3.10.7 **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.

3.11 Notice to Proceed.

Consultant shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Consultant's Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Consultant shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Consultant shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Consultant may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Consultant as provided in this Agreement.

3.12.2 City's Suspension of Work. If Consultant's Services are suspended by City, City may require Consultant to resume such Services within ninety (90) days after written notice

from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Consultant.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Consultant shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Consultant's Services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Consultants. 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.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documents shall remain with the Consultant or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to City copies of all Project Documents required by City. In addition, Consultant shall retain copies of all Project Documents 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 reasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Consultant grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Consultant, for the following purposes:

(a) The construction of all or part of this Project.

(b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Consultant in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant or third parties with respect

to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Consultant.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Consultant shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's seal from the Project Documents and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Consultant shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Consultant makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Consultant and provided to Consultant by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents 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 written consent of City.

3.14 Indemnification.

3.14.1 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.

3.14.2 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.

3.15 Insurance.

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.

3.15.1 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, Consultant shall, at its expense, procure and maintain in full force and effect for the duration 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.

3.15.2 Additional Insured. The City of Ontario, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.15.3 Commercial General Liability

(a) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(b) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

(i) Bodily Injury and Property Damage

(ii) Personal Injury/Advertising Injury

(iii) Premises/Operations Liability

(iv) Products/Completed Operations Liability

(v) Aggregate Limits that Apply per Project

(vi) Explosion, Collapse and Underground (UCX) exclusion deleted

(vii) Contractual Liability with respect to this Contract

(viii) Broad Form Property Damage

(ix) Independent Consultants Coverage

(c) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(d) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(e) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

3.15.4 Automobile Liability

(a) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(b) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(c) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(d) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

3.15.5 Workers' Compensation/Employer's Liability

(a) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(b) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this Section.

3.15.6 Professional Liability (Errors and Omissions)

(a) At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. 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 must include a provision establishing the insurer's duty to defend.

3.15.7 Minimum Policy Limits Required

(a) The following insurance limits are required for the Agreement:

Coverage	Combined Single Limit
Commercial General Liability	$2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$2,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$2,000,000 per claim and aggregate (errors and omissions)

(b) Defense costs shall be payable in addition to the limits.

(c) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

3.15.8 Evidence Required

(a) Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord

Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

3.15.9 Policy Provisions Required

(a) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any 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.

(c) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(d) 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.

(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.

3.15.10 Qualifying Insurers

(a) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements: 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 admitted to transact in the 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.

3.15.11 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 the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.15.12 Subconsultant Insurance Requirements

(a) Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.16 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 five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Consultant shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items

shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for **engineering** services between City and the Consultant chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

Consultant shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Consultant prepares for the Project. Consultant shall require all consultants who prepare any other documents for the Project to submit the same written certification. Consultant shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Consultant shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Bernardino County.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

3.27 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 its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Consultant shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Consultant shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Consultant's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 Delivery of Notices.

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

CITY:	CONSULTANT:
City of Ontario	**8885 Haven Ave, Suite 100**
303 East “B” Street	**Rancho Cucamonga, CA 91730**
Ontario, CA 91764	
Attn: **Dennis Mejia, P.E., Utilities Engineering Manager, OMUC**	Attn: **Matt Kunkle**

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.

3.30 Time of Essence.

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

3.31 City's Right to Employ Other Consultants.

City reserves right to employ other consultants, including designers, in connection with this Project or other projects.

3.32 Prohibited Interests.

3.32.1 Solicitation. 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. Further, 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. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, 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 Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.33 Equal Opportunity Employment.

Consultant 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 any other classification protected by federal or state law. 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.

3.34 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.

3.35 Subcontracting.

As specified in this Agreement, 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 each and every provision of this Agreement.

3.36 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.37 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the Parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the Parties hereto. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO
AND WESTLAND GROUP, INC.

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

WestLAND Group, Inc.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

[If Corporation, TWO SIGNATURES, President OR Vice President <u>AND</u> Secretary OR Treasurer REQUIRED]

EXHIBIT "A"
SCOPE OF SERVICES

1. GENERAL REQUIREMENTS.

1.1 Basic Services. Consultant agrees to perform all the necessary professional architectural, engineering (e.g. mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services mutually agreeable to the Parties) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 Exclusions from Basic Services. The following services shall be excluded from the basic services listed above: "N/A", Not applicable

1.3 Communication with City. Consultant shall participate in consultations and conferences with authorized representatives of City and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the City. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Consultant shall take direction only from the City's Representative, or any other representative specifically designated by the City for this Project, including any construction manager hired by the City.

1.4 Coordination and Cooperation with Construction Manager. The City may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the City does so, it shall provide a copy of its agreement with the construction manager so that the Consultant will be fully aware of the duties and responsibilities of the construction manager. The Consultant shall cooperate with the construction manager and respond to any requests or directives authorized by the City to be made or given by the construction manager. The Consultant shall request clarification from the City in writing if the Consultant should have any questions regarding the authority of the construction manager.

August 14, 2026

Omar Gonzalez
Ontario Municipal Utilities Company
1333 S Bon View Avenue,
Ontario, CA 91761

Re: WLG's Ontario Ranch Road (ORR) Scope of Work

WestLAND Group, Inc. (WLG) is pleased to submit its Scope of Work and Fees for the Ontario Ranch Road (ORR) Design Services project. The proposed services are intended to support the design survey, utility locating, planning, engineering design, utility coordination, environmental compliance, right-of-way, and final PS&E development necessary to advance this critical infrastructure corridor.

As a long-standing partner to the City of Ontario, WLG understands the importance of the Ontario Ranch buildout and the infrastructure improvements needed to support the City's continued growth. WLG appreciates the opportunity to continue contributing to the success of this transformative area and looks forward to supporting OMUC and the City of Ontario in delivering this important project.

To provide a comprehensive and multidisciplinary team, WLG has assembled a highly qualified group of subconsultants to support key project components. The team includes JLC for hydrology and drainage engineering; HELIX Environmental Planning for environmental review, permitting, and regulatory compliance; Converse Consultants (Converse) for geotechnical engineering; Rende Consulting Group (RCG) and SPECS for bridge, tunnel, retaining wall, and structural engineering; Epic Land Solutions for right-of-way acquisition support; Hunter Landscape for landscape architecture and irrigation design; Salas O'Brien for architectural lighting and electrical engineering; Craftwater for Army Corps of Engineers (ACOE) Section 408 coordination and permitting support; and Moran Utility Services (Moran) for dry utility planning, coordination, and relocation services. Together, this team provides the specialized expertise necessary to successfully deliver the roadway, utility, bridge, drainage, environmental, and right-of-way components of the Ontario Ranch Road improvements.

The proposal is signed by one of WLG's owners, Glenn Chung, PE, QSD/P. Should there be any questions regarding the proposal, please contact Siara MacKinney, PE, Director of Land Development, at 909.403.5647 or SMacKinney@westlandgroup.net.

WLG appreciates OMUC's consideration and looks forward to the opportunity to be of service.

Sincerely,

Glenn M. Chung PE, QSD/P
President / Principal

Ontario Ranch Road (ORR) Scope of Work

Project Administration

Project Management

WLG's Project Manager will serve as the primary point of contact for the City throughout the duration of the project. The Project Manager will lead coordination with the City, WLG's design team, and subconsultants; manage staffing and scheduling; monitor project controls; and facilitate resolution of design, technical, schedule, and budget-related items. WLG will conduct coordination meetings at key project milestones and as needed to review design progress, discuss technical reports, address plan check comments, and confirm action items.

WLG's Project Manager will prepare and submit progress reports summarizing completed work, project issues, schedule status, budget status, upcoming tasks, and required City or consultant action items. At a minimum, progress reporting will include project schedule updates, percentage of task completion, budget status, out-of-scope authorizations, design consultant action items, and City action items.

Project Meetings

WLG will attend and facilitate project meetings during all phases of the project, including but not limited to field review, design development, agency coordination, and plan review. Meetings may be held at City offices, virtually, or in the field, as needed, to review technical findings, confirm design direction, resolve project constraints, and coordinate upcoming submittals. WLG will prepare meeting agendas and meeting minutes documenting key decisions, discussion items, and action items.

Quality Assurance/Quality Control (QA/QC)

WLG will implement a formal QA/QC process throughout the design and project management phases. A qualified WLG quality control engineer with relevant roadway, drainage, utility, and construction experience will review the design documents at established milestones. The QA/QC process will include interdisciplinary reviews of plans, technical reports, calculations, subconsultant work products, utility coordination items, constructability considerations, and consistency with City standards and project requirements.

As-Built Data Collection and Research

WLG will compile and review available record information provided by the City and applicable agencies to establish a comprehensive project database for the Ontario Ranch Road corridor. This effort will include review of available street, storm drain, sewer, domestic water, recycled water, utility, right-of-way, tract map, and record drawing information. WLG will also request and catalog available atlas maps, conduit maps, and utility records from applicable utility owners for use in preparing the project basemap and identifying potential utility conflicts.

WLG will prepare preliminary utility findings and coordinate with utility owners and applicable agencies for review prior to final design. Utility coordination is anticipated to include, but may not be limited to, coordination

with IEUA, City of Chino, Zenith Pipeline, San Bernardino County, the U.S. Army Corps of Engineers, regional transportation agencies, dry utility providers, and other affected utility owners.

Design Engineering Services

Street Improvements

WLG will provide roadway design services for Ontario Ranch Road (ORR) from Euclid Avenue to Archibald Avenue, encompassing approximately 17,500 linear feet of ultimate corridor improvements. Design services will include preparation of plan and profile improvement plans and supporting engineering documents required for project approval and construction.

Consistent with the City's requirements, WLG will prepare two separate PS&E packages:

- ***Ultimate Improvement Plans*** depicting the full build-out condition based on a 160-foot ultimate right-of-way, 130-foot curb-to-curb roadway width, a 26-foot landscaped median, and four travel lanes in each direction.
- ***Construction Plans*** depicting the initial construction phase without last-lane improvements. The construction plans will generally include three travel lanes in each direction and omit the future outer lane improvements, curb and gutter, sidewalk, parkway improvements, parkway landscaping, neighborhood edge improvements, street lighting, and fiber optic infrastructure associated with future development.

Roadway design will include all intersections along the ORR corridor, including Euclid, Sultana, Campus, Bon View, Grove, Walker, Baker, Vineyard, Carpenter, and Hellman. Intersection design will incorporate required roadway transitions, connections to existing and planned north-south facilities, future paper streets, and temporary barricade treatments where applicable. Street cross-sections will be provided at 50’ intervals along the entire length of Ontario Ranch Road, from Euclid Avenue to the join west of Archibald Avenue.

WLG will coordinate roadway geometry, intersection layouts, and future transit accommodations with the City, Regional Transportation Agencies, and the traffic engineering consultant. Traffic signal design, signing, and striping recommendations will be incorporated based on the recommendations of the City's separately retained traffic consultant. If required by the traffic study, bicycle lane striping and associated pavement markings will be incorporated into the final roadway design. A schematic layout for the street lights will also be shown for reference on the street improvement plans for future development coordination.

Domestic Water

WLG will provide plan and profile design services for the domestic water system improvements in Euclid Avenue from Eucalyptus Avenue to Ontario Ranch Road and will continue along Ontario Ranch Road (ORR) from Euclid Avenue to the City of Ontario CIP line at Bon View Avenue, then it will continue from Grove Avenue to the existing potable water facilities west of the Cucamonga Channel. Design services will include a single domestic water transmission main, utility crossings, appurtenances, and connections to existing and planned facilities.

The design will incorporate required fire hydrants, blowoffs, air release valves, and other system appurtenances necessary to support operation of the transmission main. Side-street water main extensions beyond those necessary for system connectivity are excluded from this scope.

WLG will prepare a hydraulic modeling analysis in accordance with City of Ontario Water Master Plan criteria to evaluate ultimate maximum day, peak hour demand, and maximum day plus fire flow conditions. The hydraulic model will generally be bounded by Euclid Avenue, Archibald Avenue, Eucalyptus Avenue, and Schaefer Avenue.

The design will incorporate and coordinate with previously designed Center Park Project water improvements between Grove Avenue and Walker Avenue. Metered service applications and utility agency approvals will be coordinated through the City.

Plan design will include layout of water appurtenances (FH, BO, AV) and street connection stubs to Sultana, Campus, Bon View, Grove, Walker, Vineyard, Carpenter, and Hellman. Water connections to side streets will extend north and south of the CL of ORR to the ultimate ECR/BCR. All stubs provided will be per City of Ontario master plan location and size as required.

Pressure reducing valve (PRV) design is excluded from this scope.

Recycled Water

WLG will provide plan and profile design services for recycled water improvements along ORR from Euclid Avenue to the existing recycled water facilities west of the Cucamonga Channel. Design services will include pipeline alignments, recycled water appurtenances, utility crossings, and future service connections.

The recycled water system will include connection stubs at Euclid,-Bon View, Grove, Walker, Vineyard, Carpenter, and Hellman. Side-street improvements will extend to accommodate ultimate roadway and development conditions. All stubs provided will be per City of Ontario master plan location and size as required.

A new recycled water loop connection will be evaluated and designed within Euclid Avenue between Eucalyptus Avenue and ORR. Hydraulic modeling will be performed utilizing current City of Ontario Water Master Plan criteria to evaluate future demand conditions, and ultimate system performance within the project area.

The design will include coordination with the Inland Empire Utilities Agency (IEUA) and the City to establish required system connections, utility clearances, and operating requirements. Applications for recycled water service connections will be coordinated through the City.

Pressure reducing valve (PRV) design is excluded from this scope.

Sewer

WLG will provide a sewer study to evaluate potential east-west public sewer improvements requested to serve the ORR corridor and adjacent development areas. Final limits and system requirements will be coordinated with Ontario Municipal Utilities Company (OMUC).

WLG will prepare a sewer hydraulic capacity analysis and technical memorandum utilizing master-planned sewer flow projections provided by OMUC. The hydraulic evaluation will confirm system capacity requirements, identify downstream constraints, and establish pipe sizing recommendations for the proposed sewer network.

Optional Sewer Improvements

WLG may provide final plan and profile design services for the following master-planned sewer improvements with extension of public sewer facilities from Eucalyptus Avenue to ORR and generally extending north beyond the ultimate ECR/BCR to get the final manhole out of the intersections. All stubs provided will be per City of Ontario master plan location and size as required.

- ***Euclid Avenue:*** Design of the proposed 15-inch VCP sewer collection system from Eucalyptus Avenue to ORR. Portions of this design have been initiated under Project PM 20714 and may be advanced to final design and approval.
- ***Sultana Avenue:*** Design of the proposed 15-inch VCP sewer collection system from Eucalyptus Avenue to ORR.
- ***Campus Avenue:*** Design of the proposed 15-inch VCP sewer collection system from Eucalyptus Avenue to ORR. Existing Center Park design efforts may be incorporated and advanced to completion if not previously approved.
- ***Walker Avenue:*** Design of the proposed 15-inch VCP sewer collection system from Eucalyptus Avenue to ORR. Existing Center Park design efforts may be incorporated and advanced to completion if not previously approved.
- ***Baker Avenue:*** Design of the proposed 15-inch VCP sewer collection system from Eucalyptus Avenue to ORR.

Storm Drain

WLG will provide storm drain design services for the master-planned drainage facilities within ORR from Euclid Avenue to Archibald Avenue. Design services will include the preparation of storm drain improvement plans, hydrologic analyses, hydraulic calculations, utility coordination, and supporting technical documentation.

The storm drain system will be designed to connect to the Euclid, Campus, Bon View, Grove, Walker, Hellman, and Cucamonga Channel drainage systems and will incorporate dry-line provisions for future master-planned facilities not yet constructed. WLG will evaluate both ultimate and interim drainage conditions to ensure compatibility with planned regional infrastructure and future development. All stubs provided will be per City of Ontario master plan location and size as required.

The storm drain design will incorporate previously completed Center Park drainage improvements between Campus Avenue and Walker Avenue and will evaluate future downstream conveyance requirements where master-planned facilities remain incomplete.

Optional Storm Drain Improvements

WLG may provide final design services for the following master-planned storm drain improvements:

- ***Euclid Avenue:*** Design of the proposed 102-inch RCP storm drain from Eucalyptus Avenue to ORR. Portions of this design have been initiated under Project PM 20714 and may be advanced to final design and approval.
- ***Campus Avenue:*** Design of the proposed 60-inch RCP storm drain from Eucalyptus Avenue to ORR. Existing Center Park design efforts may be incorporated and advanced to completion if not previously approved.
- ***Bon View Avenue:*** Design of the proposed 96-inch RCP storm drain from Eucalyptus Avenue to ORR. Existing Center Park design efforts may be incorporated and advanced to completion if not previously approved.
- ***Walker Avenue:*** Design of the proposed 108-inch RCP storm drain from Eucalyptus Avenue to ORR. Existing Center Park design efforts may be incorporated and advanced to completion if not previously approved.
- ***Hellman Avenue:*** Design of the proposed master-planned 11-foot by 6-foot storm drain facility from Eucalyptus Avenue to ORR.

Hydrology/Drainage

- ***Drainage Research and Review -*** Under WLG's direction, the drainage team will compile and review available drainage studies, approved tentative maps, storm drain plans, hydrology reports, and watershed documentation to identify existing drainage constraints and establish design criteria for the project.
- ***Offsite Hydrology Analysis –*** WLG's subconsultant will perform watershed analyses for approximately 1,500 to 2,000 acres tributary to ORR. The analysis will evaluate both existing and ultimate development conditions and quantify potential impacts to upstream and downstream properties. Hydrologic modeling will be prepared in accordance with the latest San Bernardino County Hydrology Manual.
- ***Roadway Hydrology -*** WLG's subconsultant will evaluate runoff generated within the proposed roadway corridor and develop hydrologic models for approximately 17,500 feet of roadway improvements. Analyses will include drainage area delineation, inlet spacing evaluations, and roadway drainage capacity assessments for both 10-year and 100-year storm events.
- ***Conceptual Drainage and Water Quality Plan -*** WLG's subconsultant will prepare a conceptual drainage and water quality plan identifying required storm drain infrastructure, water quality treatment measures, interim drainage solutions, and future facility connections necessary to support corridor improvements.
- ***Hydrology and Hydraulic Report -*** WLG's subconsultant will prepare a comprehensive Hydrology and Hydraulic Report documenting watershed analyses, runoff calculations, storm drain sizing, inlet design, hydraulic modeling, street capacity evaluations, and supporting mapping exhibits.
- ***Water Quality Management Plan (WQMP) -*** WLG's subconsultant water quality team will prepare a Final Water Quality Management Plan (WQMP) in accordance with the current MS4 Permit and City of Ontario requirements. The WQMP will identify permanent BMPs, treatment sizing calculations, operations and maintenance requirements, and long-term compliance measures. Infiltration testing for proposed BMP facilities will be provided by the City.

Optional Hydraulic Analysis & Reports

WLG may provide the following services:

- ***Cucamonga Creek Hydraulic Analysis -*** WLG's hydraulic team will prepare a detailed HEC-RAS hydraulic analysis of approximately 3,000 feet of the Cucamonga Creek Channel to evaluate existing and proposed bridge crossing conditions. Analyses will be prepared in accordance with USACE requirements and coordinated with San Bernardino County Flood Control District.
- ***Cucamonga Creek Technical Hydraulic Report*** **-** A separate technical report will document pre-project and post-project hydraulic performance of the proposed Cucamonga Creek crossing and demonstrate no adverse impacts to channel operations, conveyance capacity, or regulatory requirements.

ACOE Support Services

WLG, in partnership with its subconsultant, Craftwater, will provide technical review support associated with Army Corps of Engineers (ACOE) Section 408 permitting requirements for improvements within and adjacent to the Cucamonga Creek Channel.

Craftwater will review and provide technical comments on up to three ACOE Section 408 permit submittal packages prior to submission to the ACOE for review and approval. Anticipated submittals include geotechnical investigations associated with the proposed bridge abutment locations, demolition of the existing Ontario Ranch Road Bridge crossing over the Cucamonga Creek Channel, and construction of the proposed replacement bridge crossing.

Craftwater will coordinate with WLG and the project team to review permit documentation for consistency with ACOE Section 408 requirements and provide technical input to support permit application package development prior to agency submittal.

Environmental Services

WLG, in partnership with its environmental subconsultant, HELIX Environmental Planning, will provide environmental planning, documentation, permitting, and regulatory coordination services for the Ontario Ranch Road (ORR) corridor from Euclid Avenue to Archibald Avenue. Environmental services will support roadway widening, utility improvements, drainage facilities, bridge replacement, right-of-way acquisition, and associated infrastructure improvements and will be integrated with WLG's engineering design effort to facilitate project delivery, environmental clearance, and agency approvals.

WLG and HELIX will review available environmental documentation, planning studies, technical reports, utility master plans, and City records to identify environmental constraints, permitting requirements, and regulatory considerations associated with the proposed improvements. Environmental services will support both the geotechnical investigation phase and ultimate project implementation phase, including environmental clearances necessary for field investigations, bridge design, utility investigations, roadway improvements, and permitting activities.

HELIX will prepare environmental documentation in accordance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), as applicable. Services may include preparation of a CEQA

Notice of Exemption (NOE) for preliminary geotechnical investigations, Initial Study/Mitigated Negative Declaration (IS/MND), Environmental Assessment (EA), supporting technical studies, mitigation measures, agency coordination, public review support, responses to comments, and final environmental documentation necessary to support project approval and implementation.

Environmental services will support both the geotechnical investigation phase and final project entitlements. Early environmental efforts will include biological constraints analyses, environmental clearances, jurisdictional delineations, and regulatory permitting necessary to facilitate geotechnical investigations within the Cucamonga Creek corridor and bridge replacement area. Subsequent environmental services will support CEQA/NEPA compliance, environmental impact analyses, mitigation development, and regulatory approvals for the ultimate roadway, bridge, drainage, and utility improvements.

Biological resource services may include general biological surveys, jurisdictional delineations, biological constraints analyses, focused species surveys, nesting bird surveys, burrowing owl surveys, bat surveys, rare plant surveys, tree inventories, biological technical reports, biological monitoring, and environmental compliance support during construction. Biological services will support environmental clearance, impact assessments, regulatory permitting, and project implementation activities within the roadway corridor and Cucamonga Creek bridge replacement area.

Cultural resource services may include archaeological surveys, records searches, Native American Heritage Commission coordination, cultural resources technical reports, historical resource assessments, DPR documentation, Section 106 consultation support, and evaluation of the existing Ontario Ranch Road Bridge and Cucamonga Creek Channel for potential historic significance. Services may also include tribal coordination and Assembly Bill 52 consultation support, as requested by the City, and preparation of documentation necessary to support CEQA, NEPA, and federal permitting requirements.

Additional environmental technical studies may include paleontological resources assessments, air quality and greenhouse gas analyses, noise and vibration studies, conformity analyses, and other supporting environmental studies necessary to support CEQA, NEPA, and regulatory permitting requirements. Environmental evaluations will include assessment of project impacts, development of mitigation measures, and preparation of supporting technical documentation required by reviewing agencies.

For the proposed Cucamonga Creek Bridge improvements, WLG and HELIX will provide permitting support and agency coordination associated with applicable Section 401, Section 404, Section 1602, and Section 408 approvals, including coordination with the U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board (RWQCB), San Bernardino County Flood Control District, and other applicable agencies. Services may include jurisdictional delineations, permit application preparation, permit processing support, regulatory agency coordination, permit compliance documentation, pre-application meetings, permit negotiations, Section 408 environmental compliance support, environmental assessments, and preparation of environmental information necessary to facilitate agency approvals and permit authorizations.

As an optional service, WLG and HELIX may provide construction-phase environmental compliance support, including worker environmental awareness training (WEAP), biological monitoring, nesting bird and species

compliance surveys, permit compliance verification, agency coordination, environmental inspections, and construction-phase environmental documentation.

Right-Of-Way Services

WLG will provide right-of-way engineering and acquisition support services for the Ontario Ranch Road corridor from Euclid Avenue to Archibald Avenue. Services will include preparation of survey control, right-of-way mapping, property impacts, easement documentation, and acquisition exhibits necessary to support ultimate roadway improvements.

WLG will prepare a centerline study, record of survey, and comprehensive right-of-way mapping for the Ontario Ranch Road corridor from Euclid Avenue to Archibald Avenue. Services will include records research and review of available maps, deeds, record drawings, and right-of-way documentation from the City of Ontario, City of Chino, San Bernardino County Surveyor, and other applicable agencies to support boundary, right-of-way, and acquisition determinations. Right-of-way mapping will identify existing dedications, easements, property boundaries, and ultimate roadway requirements. Based on preliminary evaluations, approximately 25 parcels may require additional right-of-way dedication; however, the final number may be reduced as adjacent development projects dedicate right-of-way consistent with approved development conditions.

WLG will prepare plats, legal descriptions, irrevocable offers of dedication (IODs), temporary construction easements (TCEs), permanent easements, and supporting right-of-way documents necessary to facilitate property acquisition activities.

Under WLG's direction, the right-of-way team will coordinate title research, valuation support, property owner notifications, acquisition exhibits, and offer package preparation. Negotiation support services will include coordination with property owners, preparation of revised exhibits, and participation in project meetings as necessary to facilitate right-of-way acquisition.

Condemnation proceedings and eminent domain actions, if required, will be performed by the City and are excluded from this scope.

Right-Of-Way Acquisition Support

WLG, in partnership with its right-of-way acquisition subconsultant, Epic Land Solutions will provide right-of-way acquisition support services necessary to facilitate implementation of the Ontario Ranch Road corridor improvements between Euclid Avenue and the bridge west of Archibald Avenue.

Epic Land Solutions will assist the City with acquisition of required right-of-way dedications, temporary construction easements (TCEs), and other property interests necessary to support roadway construction activities. Services will include coordination with affected property owners, tenants, City staff, and the project team to facilitate right-of-way acquisition efforts and support timely project implementation.

Epic Land Solutions will also include review and coordination of project-related impacts with affected property owners and tenants, including impacts to fencing, existing structures, access, drainage features, temporary berms or basins, and other site-specific improvements associated with project construction.

Epic Land Solutions will participate in meetings and discussions with property owners, tenants, City staff, and WLG to review proposed improvements, address property-specific concerns, coordinate acquisition requirements, and facilitate implementation of the corridor improvements.

Epic Land Solutions will provide appraisal services to support acquisition activities associated with the Ontario Ranch Road corridor improvements between Euclid Avenue and the bridge west of Archibald Avenue. Services will include coordination and attendance at a pre-appraisal meeting with the City, preparation of Notices of Decision to Appraise (NODA), property inspections, market research and analysis, investigation of property characteristics and applicable land use information, and preparation of up to twenty-five (25) USPAP-compliant appraisal reports to provide opinions of fair market value for proposed acquisitions and support the City's determination of just compensation. These services will support the property acquisition activities necessary for project implementation.

Structural Engineering Services

WLG's structural engineering subconsultants, Rende Consulting Group (RCG) and SPECS, will provide structural engineering services supporting the Ontario Ranch Road improvements at the Cucamonga Creek crossing. RCG will serve as the lead bridge structural engineer for the replacement of the existing westbound Cucamonga Creek Bridge, while SPECS will provide structural engineering services for the bicycle and pedestrian tunnel extension and associated Redi-Rock retaining walls adjacent to the bridge crossing.

RCG will coordinate with WLG, the geotechnical engineer, hydraulic engineer, SPECS, and the City throughout project development. Structural services will include bridge type selection, preliminary engineering, final bridge design, independent check calculations, structural calculations, bridge demolition plans, cost estimating, technical special provisions, and agency coordination. RCG will prepare a Structure Type Selection Study and Memorandum, General Plan Sheet, and General Plan Estimate to evaluate and recommend a bridge configuration consistent with the recently completed eastbound Cucamonga Creek Bridge. Evaluations will consider constructability, utility constraints, environmental impacts, maintenance of traffic, permitting requirements, and overall project implementation strategies.

Final bridge design will include demolition of the existing westbound bridge and construction of a replacement single-span structure designed in accordance with current Caltrans and AASHTO design standards, applicable geotechnical recommendations, hydraulic requirements, and regulatory agency criteria. Structural design services will include preparation of bridge plans, design calculations, independent check calculations, quantity calculations, engineer's estimates, and technical special provisions necessary to support project approval, bidding, and construction. The bridge design will be coordinated with WLG's roadway, drainage, utility, environmental, and permitting teams to ensure compatibility with project requirements and regulatory approvals.

SPECS will provide structural design services for the extension of the existing bicycle and pedestrian tunnel and associated Redi-Rock retaining walls adjacent to the Cucamonga Creek crossing. Services will include civil design coordination, geotechnical coordination, project meetings, preparation of structural calculations, tunnel and retaining wall plans, technical specifications, QA/QC reviews, quantity calculations, and engineer's cost estimates. Tunnel improvements will include structural plans, foundation plans, sections, details, and end

elevations. Retaining wall improvements will include wall elevations, sections, details, and associated structural components necessary to support the proposed roadway and bridge improvements.

WLG will prepare project-level engineer's estimates, bid quantities, special technical provisions, and contract documents consistent with City of Ontario standards, Caltrans Standard Specifications, and applicable structural design requirements.

Supporting the bridge improvements, WLG's subconsultant, Salas O'Brien, will provide architectural lighting design as well as electrical engineering services for the proposed westbound ORR bridge. All lighting will be coordinated with the eastbound bridge to ensure continuity.

Dry Utility Coordination Services

WLG's dry utility subconsultant, Moran Utility Services (Moran), will provide comprehensive dry utility planning, coordination, and utility relocation support services for the Ontario Ranch Road (ORR) corridor between Euclid Avenue and Archibald Avenue. Services will include master planning, utility research, field investigations, stakeholder coordination, utility relocation planning, and preparation of dry utility composite exhibits to support roadway, bridge, utility, and infrastructure improvements.

Under WLG's management and coordination, Moran will work closely with Southern California Edison (SCE), telecommunication providers, cable television providers, Southern California Gas Company (SoCalGas), and other affected utility owners to identify existing facilities, evaluate relocation requirements, assess service impacts, and support future infrastructure planning. Dry utility coordination efforts will consider ultimate roadway improvements, transmission and distribution system relocations, service continuity requirements, future development needs, and opportunities for consolidated utility corridors.

Moran will support the relocation of SCE transmission facilities, evaluate overhead-to-underground conversion opportunities for distribution and communication systems, prepare dry utility composite plans, and provide applicant design coordination services associated with utility relocation improvements. Services will also include bridge utility coordination, support for SCE consent-to-construct requirements, easement coordination, and coordination of dry utility improvements associated with the Cucamonga Creek crossing. Additionally, Moran will provide research, consulting, and coordination for dry utility service refeeds associated with the relocation of existing systems, including electric, communication, and natural gas services as needed. Efforts will include coordination for approximately 50 properties that may require revised dry utility service connections, with support for up to 50 individual service refeed requests.

Moran will coordinate existing customer service refeeds associated with electric, communication, and natural gas facilities impacted by utility relocations. Services will also include coordination of new utility service connections, service extensions, meter applications, and utility requirements for irrigation controllers, traffic signal infrastructure, street lighting facilities, and other public improvements within the project corridor.

Services will include support for SoCalGas transmission line clearance requirements, consent-to-construct reviews, and future gas infrastructure planning within the project corridor. Efforts will include evaluation of main extensions and service stub opportunities necessary to support future development along Ontario Ranch Road.

Ultimate roadway lighting systems outside of the bridge limits are excluded from this scope and may be incorporated as a future phase or optional task. Lighting associated with the proposed westbound Cucamonga Creek Bridge improvements will be incorporated into the bridge design and coordinated with the structural engineering team.

Moran will support the development of constructable designs for the City's fiber system. The fiber system design will be provided by others, with Moran's efforts focused on accommodating the engineering of City-approved designs to support the construction of associated Ontario Fiber improvements. Services will include consulting, coordination, preparation of dry utility composite plans, specifications, and cost estimates, with locations coordinated directly with the City of Ontario broadband team. This effort includes support for up to two independent work orders; should additional work orders be required to support the planned improvements, an addendum will be provided.

Geotechnical Engineering Services

WLG's geotechnical engineering subconsultant, Converse Consultants (Converse), will provide geotechnical engineering services to support roadway, utility, drainage, bridge, retaining wall, and associated infrastructure improvements throughout the Ontario Ranch Road (ORR) corridor. Services will include existing document review, project setup, subsurface exploration, laboratory testing, water percolation testing, and preparation of geotechnical recommendations to support final design.

Under WLG's direction, Converse will perform field investigations to evaluate subsurface conditions, pavement support characteristics, utility trench conditions, and earthwork requirements within the project limits. Field exploration is anticipated to include approximately 48 borings distributed throughout the corridor, bridge crossing, and proposed detention/retention basin locations. Borings will be alternated between eastbound and westbound roadway alignments to obtain representative subsurface data and support infrastructure design throughout the corridor.

Laboratory testing will be performed on collected soil samples to evaluate engineering properties and develop recommendations for pavement design, utility trench construction, earthwork, foundation support, and project constructability. Additional investigations will include water percolation testing to support drainage and detention/retention basin design.

For the proposed Cucamonga Creek Bridge improvements, Converse will perform subsurface investigations and provide foundation recommendations to support bridge, retaining wall, and associated structural improvements. Services will include preparation of foundation design parameters, seismic design criteria, earthwork recommendations, and construction considerations necessary to support final structural design. Converse will prepare a Geotechnical Design Report (GDR) for roadway and utility improvements and a separate Bridge Foundation Report (BFR) for the proposed bridge improvements. Converse will also review 90% completed plans and specifications to confirm incorporation of geotechnical recommendations and provide a certification letter documenting conformance with the geotechnical design criteria.

Survey Services

WLG will provide comprehensive surveying, mapping, and control services necessary to support the design of roadway, utility, drainage, bridge, and right-of-way improvements within the project corridor.

Survey control will be established utilizing existing City benchmarks, monumentation, and State Plane Coordinate System control points. Horizontal and vertical control networks will support design development, utility mapping, right-of-way evaluations, and construction document preparation. WLG will coordinate with the Ardurra Group's team regarding survey control, horizontal and vertical control networks, base mapping development, and integration of survey data necessary to support corridor design and utility coordination efforts.

Topographic surveying will be performed throughout the ORR corridor, adjacent intersections, side streets, utility crossings, bridge improvement areas, and the Cucamonga Creek channel crossing to document existing roadway conditions, utilities, drainage infrastructure, vegetation, structures, property features, and other improvements necessary for final design.

All survey data will be collected digitally and processed for integration into AutoCAD Civil 3D design platforms. Deliverables will include topographic mapping, digital terrain models, control information, utility mapping, and record survey documentation.

Utility Locating Services

WLG will perform subsurface utility engineering (SUE) investigations and utility locating services to support design development and utility conflict resolution throughout the project corridor.

Utility locating services will include ground penetrating radar (GPR), electromagnetic locating, utility mapping, and field verification of existing underground utility infrastructure along Ontario Ranch Road between Euclid Avenue and Archibald Avenue, as well as key intersecting corridors. Utility investigations will be performed within roadway, intersection, and utility crossing areas necessary to support final design.

WLG will prepare utility base mapping and conflict identification exhibits documenting utility ownership, location, depth, size, and potential conflicts with proposed improvements. Findings will be incorporated into utility coordination and final design activities.

In addition, WLG will perform utility locating services along Grove Avenue between Riverside Drive and Eucalyptus Avenue to supplement corridor design efforts and support utility coordination for the proposed improvements. Services will include GPR, electromagnetic locating, utility mapping, and field verification of existing underground utility infrastructure within roadway, intersection, and utility crossing areas. Findings will be incorporated into utility base mapping.

Potholing Services

To support utility verification, the project includes an allowance for approximately 50 potholes at critical utility crossings, connections, and potential conflict locations. Potholing locations will be finalized during design based on utility coordination findings and SUE investigations.

Landscape and Irrigation Design

WLG's subconsultant, Hunter Landscape will provide landscape architecture and irrigation design services for median improvements along Ontario Ranch Road between Euclid Avenue and Archibald Avenue.

Services will include development of two conceptual landscape alternatives for City review and selection, preparation of irrigation plans, landscape details, planting plans, and special feature enhancements consistent with City standards and corridor aesthetics.

Landscape improvements will focus on the proposed center median improvements, including special signage, gateway features, and wayfinding elements where appropriate.

Landscape and irrigation design within roadway parkways and future outer lane improvements is excluded from this scope.

Cost Estimating and Project Controls

WLG will prepare and maintain engineering cost estimates and coordinate with City's construction management team throughout project development to support decision-making, budgeting, and project planning.

Cost estimates will be developed at key design milestones and refined as the project advances from preliminary engineering through final design. Estimates will generally range from Class 3 planning-level estimates to Class 1 definitive estimates for final PS&E submittals.

Separate cost opinions will be prepared for the ultimate roadway improvements, the initial construction-phase roadway improvements and Last Lane Improvements to support the City's implementation strategy.

Project controls will include schedule monitoring, budget tracking, milestone evaluations, risk identification, and regular reporting through WLG's project management process.

Contract Bid Specifications

WLG will provide final technical and special provisions for use by the City in preparing the contract bid package to cover site-specific work improvements. Final specifications will be presented in both book format and plan presentation for civil, structural, landscape, and electrical work. WLG and its design team will prepare bid schedules, engineer's estimates, and supporting documents necessary for project bidding and construction.

Separate special provision specifications will be prepared for each construction operation including Street, Sewer, Domestic Water, Recycled Water, and Storm Drain improvements. Bid schedules will be provided and separated by project work limits, project phasing requirements, or other means required to provide a comprehensive construction bid package.

Contract specifications for landscape, bridge construction, and City Fiber Optic systems will be provided by the project team and incorporated into the final bid specifications packages for City review and use.

Specifications will be consistent with City of Ontario standards, applicable utility requirements, Greenbook standard specifications, Caltrans special provisions, and industry's best practices. Technical specifications will be coordinated across all design disciplines to provide a comprehensive and constructible set of contract documents supporting successful project delivery.

Bid Support Services

Upon completion of the final design phase, WLG and its subconsultants will provide bid support services to assist the City during project advertisement and procurement. Services may include preparation of addenda, responses to contractor requests for information (RFIs), clarification of design intent, and revisions to plans or specifications as directed by the City.

Construction Support Services

As an optional service, WLG and its subconsultants may provide construction support services during project implementation. Services may include responses to contractor RFIs, review of submittals, design clarifications, attendance at construction meetings, site visits, preparation of plan revisions, and review of record drawings and as-built documentation as requested by the City.

Assumptions and Exclusions

The following assumptions and exclusions apply to this scope of services:

- Traffic forecasting and regional traffic analysis will be provided by the City's traffic engineering consultant.
- Detailed dry utility design will be provided by the respective utility owners.
- Construction surveying is excluded.
- Geotechnical testing and observation during construction are excluded.
- Bid support services are limited to the plan sets prepared under this contract.
- WLG will prepare technical specifications and special provisions utilizing City of Ontario standards and applicable agency requirements.
- Environmental studies during construction are not included at this time, they can be provided after more detailed phasing has been established.
- Any well relocations are not part of the scope of services and will be considered as part of the additional services.

Deliverables

WLG will provide the following deliverables throughout the course of the project:

Preliminary Design Report (30%), Technical Memoranda and Reports

- Cost Analysis for last lane improvements
- Existing Conditions and Constraints Memorandum
- Design Criteria Memorandum
- Environmental Constraints Memorandum – included as part of HELIX scope of services
- Utility Conflict and Relocation Memorandum
- Utility Coordination Memorandum

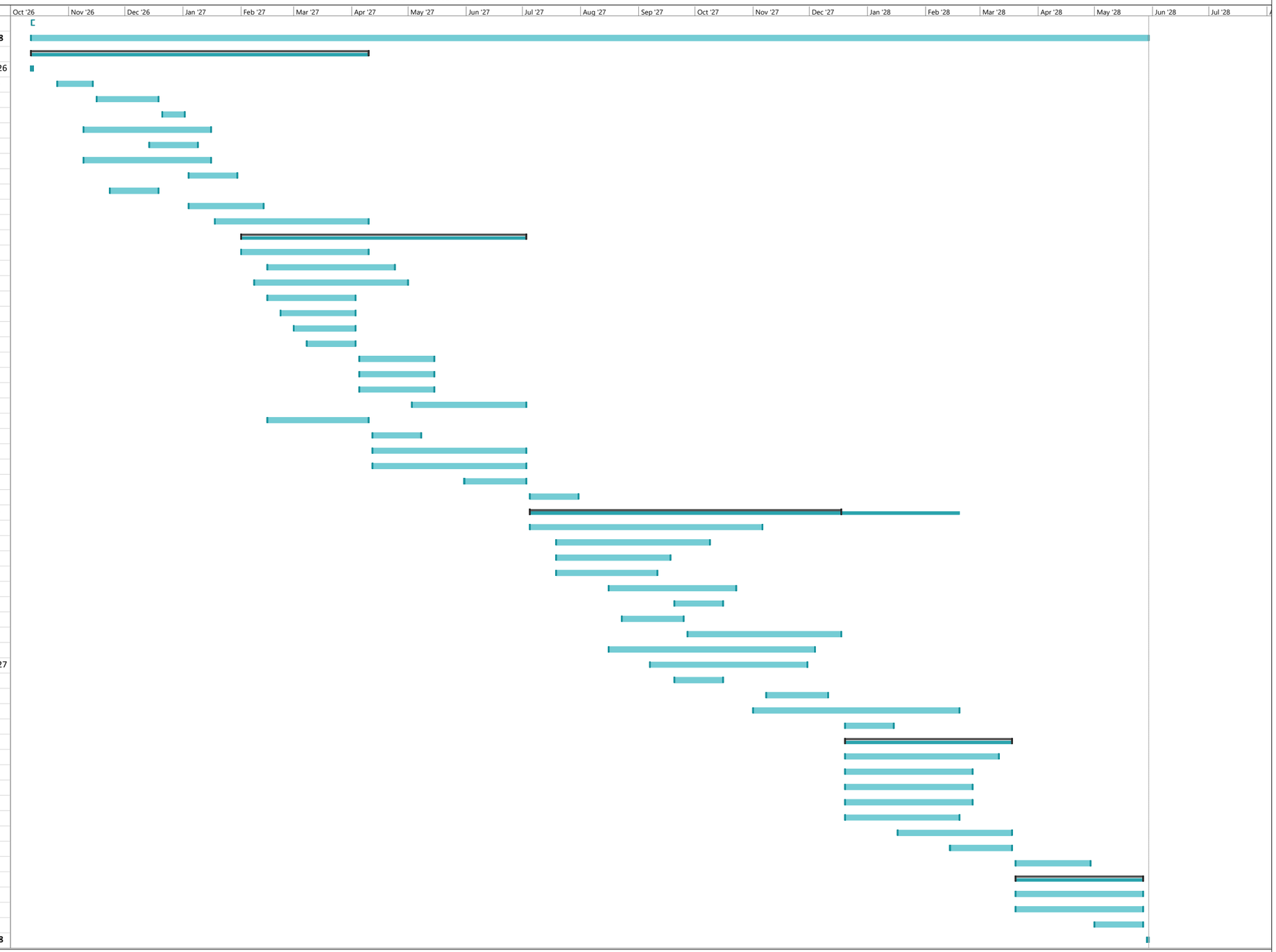
- Sewer Technical Memorandum
- Hydrology and Hydraulic Report
- Water Quality Management Plan (WQMP)
- IS/MND and Environmental Clearance Documentation – included as part of HELIX scope of services
- Hydraulic Modeling Analyses (Water and Recycled Water)
- Survey Base Map – Included as part of the above services
- Utility Investigation Report – Included as part of the above services
- Utility Mapping – Included as part of the above services
- Preliminary Project Schedule – Included as part of the above services
- Preliminary Engineer's Cost Estimate – Included as part of the above services
- Recommend Street Layout
- Recommend Utility Layout

Final Design Deliverables

- Ultimate Improvement PS&E Package
- Interim Construction PS&E Package
- Water Improvement Plans
- Recycled Water Improvement Plans
- Sewer Improvement Plans
- Drainage Improvement Plans
- Bridge Type Selection Exhibit
- Bridge Design Plans
- Landscape and Irrigation Plans
- Right-of-Way Acquisition Packages and Easement Documents
- Utility Clearance Documentation
- 60% Design Submittal
- 90% Design Submittal
- 100% Design Submittal
- Final Engineer's Estimate
- Technical Specifications
- Special Provisions
- Bid Schedule and Contract Documents

City of Ontario
Ontrio Ranch Street Improvements
Eulcid Ave to Archibald Ave

ID	Task Name	Duration	Start	Finish
1	**Notice to Proceed**		Mon 10/12/26	
2	**Project Management**	**426 days**	**Mon 10/12/26**	**Mon 5/29/28**
3	**Data Research**	**130 days**	**Mon 10/12/26**	**Fri 4/9/27**
4	Kick off Meeting	1 day	Mon 10/12/26	Mon 10/12/26
5	Right of Way Research/Control	15 days	Mon 10/26/26	Fri 11/13/26
6	Topographic Survey/Data Processing	25 days	Mon 11/16/26	Fri 12/18/26
7	Field Investigation	10 days	Mon 12/21/26	Fri 1/1/27
8	Utility Research	50 days	Mon 11/9/26	Fri 1/15/27
9	GPR Field Investigation/Processing	20 days	Mon 12/14/26	Fri 1/8/27
10	Dry Utility Planning	50 days	Mon 11/9/26	Fri 1/15/27
11	Prepare Base Plans	20 days	Mon 1/4/27	Fri 1/29/27
12	ACOE Preliminary Design Research	20 days	Mon 11/23/26	Fri 12/18/26
13	Geotechnical Field Exploration	30 days	Mon 1/4/27	Fri 2/12/27
14	Envrionmental Technical Studies	60 days	Mon 1/18/27	Fri 4/9/27
15	**Preliminary Design (30%)**	**110 days**	**Mon 2/1/27**	**Fri 7/2/27**
16	Street Improvement Conceptual Development	50 days	Mon 2/1/27	Fri 4/9/27
17	Geotechnical - Office Testing	50 days	Mon 2/15/27	Fri 4/23/27
18	Prepare Hydrology Report	60 days	Mon 2/8/27	Fri 4/30/27
19	Prepare Record of Survey	35 days	Mon 2/15/27	Fri 4/2/27
20	DW Hydraulic Study	30 days	Mon 2/22/27	Fri 4/2/27
21	RW Hydraulic Study	25 days	Mon 3/1/27	Fri 4/2/27
22	Sewer Hydraulic Study	20 days	Mon 3/8/27	Fri 4/2/27
23	Preliminary DW Pipeline Design	30 days	Mon 4/5/27	Fri 5/14/27
24	Preliminary RW Pipeline Design	30 days	Mon 4/5/27	Fri 5/14/27
25	Preliminary Sewer Pipeline Design	30 days	Mon 4/5/27	Fri 5/14/27
26	Preliminary Storm Drain Pipeline Design	45 days	Mon 5/3/27	Fri 7/2/27
27	Cucamonga Creek Bridge Selection Study	40 days	Mon 2/15/27	Fri 4/9/27
28	Prepare Median Landscape Concepts	20 days	Mon 4/12/27	Fri 5/7/27
29	Dry Utility Desgin Concepts	60 days	Mon 4/12/27	Fri 7/2/27
30	Environmental Report Processing/Approvals	60 days	Mon 4/12/27	Fri 7/2/27
31	Project Study Report	25 days	Mon 5/31/27	Fri 7/2/27
32	**City Review and Comments**	**20 days**	**Mon 7/5/27**	**Fri 7/30/27**
33	**Design Development (60%)**	**120 days**	**Mon 7/5/27**	**Fri 12/17/27**
34	Street Improvement Development	90 days	Mon 7/5/27	Fri 11/5/27
35	DW Improvement Plans	60 days	Mon 7/19/27	Fri 10/8/27
36	RW Improvement Plans	45 days	Mon 7/19/27	Fri 9/17/27
37	Sewer Improvement Plans	40 days	Mon 7/19/27	Fri 9/10/27
38	Storm Drain Improvement Plans	50 days	Mon 8/16/27	Fri 10/22/27
39	SD Hydraulic Report	20 days	Mon 9/20/27	Fri 10/15/27
40	Prepare ROW Acquistion Documents (IOD)	25 days	Mon 8/23/27	Fri 9/24/27
41	ROW Appraisal Services	60 days	Mon 9/27/27	Fri 12/17/27
42	Cucamonga Creek Bridge Plan Develeopment	80 days	Mon 8/16/27	Fri 12/3/27
43	Retaining Wall/Bike Trail Tunnel Plan Developm	60 days	Tue 9/7/27	Mon 11/29/27
44	Complete Utility Pothole Verification	20 days	Mon 9/20/27	Fri 10/15/27
45	Draft Contract Specs/ Bid Schedule	25 days	Mon 11/8/27	Fri 12/10/27
46	ACOE Permit Review	80 days	Mon 11/1/27	Fri 2/18/28
47	**City Review and Comments**	**20 days**	**Mon 12/20/27**	**Fri 1/14/28**
48	**Final Design (90%)**	**65 days**	**Mon 12/20/27**	**Fri 3/17/28**
49	Street Improvement Design	60 days	Mon 12/20/27	Fri 3/10/28
50	DW Improvements	50 days	Mon 12/20/27	Fri 2/25/28
51	RW Improvements	50 days	Mon 12/20/27	Fri 2/25/28
52	Sewer Improvements	50 days	Mon 12/20/27	Fri 2/25/28
53	Storm Drain Improvements	45 days	Mon 12/20/27	Fri 2/18/28
54	Dry Utility Design	45 days	Mon 1/17/28	Fri 3/17/28
55	Contract Bid Documents	25 days	Mon 2/14/28	Fri 3/17/28
56	**City Review and Comments**	**30 days**	**Mon 3/20/28**	**Fri 4/28/28**
57	**Final Plan Submittal (100%)**	50 days	Mon 3/20/28	Fri 5/26/28
58	Final Street Plans	50 days	Mon 3/20/28	Fri 5/26/28
59	AOCE Permit Processing	50 days	Mon 3/20/28	Fri 5/26/28
60	Final Contract Bid Documents	20 days	Mon 5/1/28	Fri 5/26/28
61	**Final Contract Document Submittal**	**1 day**	**Mon 5/29/28**	**Mon 5/29/28**



Westland Group
Project: Ontario Ranch Road
Date: August 7, 2026

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

1. FEE SCHEDULE.

Consultant will invoice City on a monthly cycle based on the following fee schedule. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each phase and the total amount spent against the Total Compensation. Consultant will inform City regarding any out-of-scope work being performed by Consultant for which Consultant intends to seek compensation from City.

Ontario Ranch Road
WestLAND Group, Inc. Design Scope
Fee Summary

Scope Item		Fee
Project Management & Administration		
Project Management (750 hours)		$150,000.00
Subconsultant PM Time		$100,908.00
Project Meetings (400 hours)		$80,000.00
QA/QC (200 hours)		$40,000.00
As-Built Data Collection & Research (60 hours)		$12,000.00
Subtotal		**$382,908.00**
Street Improvements		
Street Improvements (3372 hours)		$600,300.00
Street Improvements - Construction set (680 hours)		$121,500.00
Subtotal		**$721,800.00**
Water & Sewer Improvements		
Potable Water Improvements (960 hours)		$171,360.00
Hydraulic Analysis - DW (80 hours)		$14,400.00
Recycled Water Improvements (896 hours)		$159,840.00
Hydraulic Analysis - RW (80 hours)		$14,400.00
Sewer Analaysis - East/West ORR (80 hours)		$14,400.00
Hydraulic Analysis - SS (60 hours)		$10,800.00
Subtotal		**$385,200.00**
Optional Sewer Improvements		
Euclid - Eucalyptus to ORR (164 hours)		$28,800.00
Sultana - Eucalyptus to ORR (164 hours)		$28,800.00
Campus - Eucalyptus to ORR (164 hours)		$28,800.00
Walker - Eucalyptus to ORR (164 hours)		$28,800.00
Baker - Eucalyptus to ORR (184 hours)		$32,400.00
Hellman - Eucalyptus to ORR (184 hours)		$32,400.00
Subtotal		**$180,000.00**
Storm Drain Improvements		
Euclid to Campus - 60"-78" (228 hours)		$40,320.00
Campus intersction - CB's only (156 hours)		$27,360.00
Bon View intersection - CB's only (192 hours)		$33,840.00
Grove intersection - CB's only (192 hours)		$33,840.00
Walker intersection - 54" - 90" (228 hours)		$40,320.00
Vineyard to Hellman - 72"- 80" (228 hours)		$40,320.00
At Cucamong Creek channel - 2 x 48" (192 hours)		$33,840.00
Subtotal		**$249,840.00**
Optional Storm Drain Improvements		
Euclid - Eucalyptus to ORR (180 hours)		$31,680.00
Campus - Eucalyptus to ORR (180 hours)		$31,680.00
Bon View - Eucalyptus to ORR (180 hours)		$31,680.00
Walker - Eucalyptus to ORR (180 hours)		$31,680.00
Hellman - Eucalyptus to ORR (200 hours)		$35,280.00
Subtotal		**$162,000.00**
WLG Optional Work Subtotal		**$342,000.00**
WLG Work without Optional Items Subtotal		**$1,739,748.00**
WLG Work Subtotal		**$2,081,748.00**
Subconsultant Fees		
Hydrology, Hydraulics & WQMP (JLC)	JLC Fee	$86,990.00
	WLG PM & Coordination Markup (15)%	$13,048.50
	Total	**$100,038.50**
OPTIONAL H&H (JLC)	JLC Optional Fee	$19,000.00
	WLG PM & Coordination Markup (15)%	$2,850.00
	Total	**$21,850.00**
Enviornmental Services (Helix)	Helix Fee	$499,300.00
	WLG PM & Coordination Markup (15)%	$74,895.00
	Total	**$574,195.00**
OPTIONAL Environmental (Helix)	Helix Optional Fee	$3,100.00
	WLG PM & Coordination Markup (15)%	$465.00
	Total	**$3,565.00**
Right of Way Services (Epic Land)	Epic Land Fee	$179,115.00
	WLG PM & Coordination Markup (15)%	$26,867.25
	Total	**$205,982.25**
Structural EngineeringServices (Rende)	Rende Fee	$220,000.00
	WLG PM & Coordination Markup (15)%	$33,000.00
	Total	**$253,000.00**
Structural EngineeringServices (SPECS)	SPECS Fee	$61,721.00
	WLG PM & Coordination Markup (15)%	$9,258.15
	Total	**$70,979.15**
	Sales O'Brien Fee	$9,970.00

Bridge Lighting (Sales O'Brien)	WLG PM & Coordination Markup (15)%	$1,495.50
	Total	**$11,465.50**
	Moran Fee	$1,904,800.00
Dry Utilty (Moran)	WLG PM & Coordination Markup (10)%	$190,480.00
	Total	**$2,095,280.00**
	Moran FO Fee	$120,300.00
Fiber Optic (Moran)	WLG PM & Coordination Markup (10)%	$12,030.00
	Total	**$132,330.00**
	Converse Fee	$286,590.00
Geotechnical (Converse)	WLG PM & Coordination Markup (15)%	$42,988.50
	Total	**$329,578.50**
	Hunter Landscape Fee	$63,500.00
Landscape and Irrigation Design (Hunter)	WLG PM & Coordination Markup (15)%	$9,525.00
	Total	**$73,025.00**
	Craftwater Fee	$10,080.00
ACOE Support Services (Craftwater)	WLG PM & Coordination Markup (15)%	$1,512.00
	Total	**$11,592.00**
Subconsultant Work Subtotal		**$3,857,465.90**
Optional Subconsultant Work Subtotal		**$25,415.00**
Subconsultant Work Subtotal		**$3,882,880.90**
Right of Way Services Survey-Mapping, Utility Locating, & Potholing Services		
Right of Way Services (1315 hours)		$263,000.00
Survey Services (790)		$142,200.00
Utility Locating Services ORR (71 hours)		$32,698.00
Pothole Services - 50 potholes (412 hours)		$113,010.00
Utility Locating - GROVE (65 hours)		$29,660.00
Subtotal		**$580,568.00**
Bid & Construction Support		
Cost Estimating and Project Controls (60 hours)		$12,000.00
Contract Bid Specifications (150 hours)		$30,000.00
Bid Support Services (60 hours)		$12,000.00
Construction Support Services (400 hours)		$80,000.00
Subtotal		**$134,000.00**
Tech Memos & PDR (30%)		
Cost Analysis for last lane improvements (24 hours)		$3,960.00
Existing Conditions/constraints (40 hours)		$6,600.00
Design criteria (40 hours)		$7,200.00
Environmental Constraints		***Part of Environmental scope***
Utility Conflict/Relocation (60 hours)		$10,800.00
Utilty Coordination (20 hours)		$3,600.00
Sewer Tech Memo (20 hours)		$3,600.00
Hydrology & Hydraulics (20 hours)		$3,600.00
WQMP (20 hours)		$3,600.00
IS/MND and Environmental Clearance		***Part of Environmental scope***
Hydarulic Modeling Analysis (20 hours)		$3,600.00
Survey Base Map (100 hours)		$20,000.00
Utility Investigation Report		***Part of Utility Locating scope***
Utility Mapping		***Part of Survey scope***
Preliminary Project Schedule		***Part of Cost Estimate & Project Controls***
Preliminary Engineer's Cost Estimate		***Part of Cost Estimate & Project Controls***
Recommended street layout (360 hours)		$64,800.00
Recommended utility layout (260 hours)		$46,800.00
Subtotal		**$178,160.00**
Additional Services		
Additonal Services as needed (10% of fee w/o optional services)		**$683,195.00**

Westland Optional Fee Subtotal	$342,000.00
Westland Base Fee without Optional Items Subtotal	$1,739,748.00
Westland Base Fee Subtotal	$2,081,748.00
Subconsultant Base Fee Subtotal	$3,857,465.90
Right of Way Services Survey-Mapping, Utility Locating, & Services Fee Subtotal	$580,568.00
Bid & Construction Support Fee Subtotal	$134,000.00
Tech Memos & PDR (30%) Fee Subtotal	$178,160.00
Additional Services Subtotal	$683,195.00
Optional Subconsultant Fee Subtotal	$25,415.00
Total Contract	$7,540,551.90
Utility Locating Grove Fee	$29,660.00

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, REGARDING ITS INTENTION TO ISSUE TAX-EXEMPT OBLIGATIONS INCLUDING PROJECTS AS PART OF THE CAPITAL IMPROVEMENT PROGRAM (CIP) OF THE CITY OF ONTARIO FOR FISCAL YEAR 2025-2026 THROUGH FISCAL YEAR 2029-2030, INCLUDING, BUT NOT LIMITED TO ONTARIO RANCH WEST INFRASTRUCTURE.

WHEREAS, the City Council of the City of Ontario (the "Issuer") desires to finance the costs of constructing or acquiring certain public facilities and improvements, as provided in Exhibit A attached hereto and incorporated herein (the "Project");

WHEREAS, the Issuer intends to finance the acquisition of the Project or portions of the Project with the proceeds of the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"); and

WHEREAS, prior to the issuance of the Obligations the Issuer desires to incur certain expenditures with respect to the Project from available monies of the Issuer which expenditures are desired to be reimbursed by the Issuer from a portion of the proceeds of the sale of the Obligations;

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

SECTION 1. The Issuer hereby states its intention and reasonably expects to reimburse Project costs incurred prior to the issuance of the Obligations with proceeds of the Obligations. Exhibit A describes either the general character, type, purpose, and function of the Project, or the fund or account from which Project costs are to be paid and the general functional purpose of the fund or account.

SECTION 2. The reasonably expected maximum principal amount of the Obligations is $500,000,000 to be issued in one or more series.

SECTION 3. This resolution is being adopted not later than 60 days after the date (the "Expenditures Date or Dates") that the Issuer will expend monies for the portion of the Project costs to be reimbursed from proceeds of the Obligations.

SECTION 4. Except as described below, the expected date of issue of the Obligations will be within eighteen months of the later of the Expenditure Date or Dates and the date the Project is placed in service; provided, the reimbursement may not be made more than three years after the original expenditure is paid. For Obligations subject to the small issuer exception of Section 148(f)(4)(D) of the Internal Revenue Code, the "eighteen-month limit" of the previous sentence is changed to "three years" and the limitation of the previous sentence beginning with "; provided, ..." is not applicable.

SECTION 5. Proceeds of the Obligations to be used to reimburse for Project costs are not expected to be used, within one year of reimbursement, directly or indirectly to pay debt service with respect to any obligation (other than to pay current debt service coming due within the next succeeding one year period on any tax-exempt obligation of the Issuer (other than the Obligations)) or to be held as a reasonably required reserve or replacement fund with respect to an obligation of the Issuer or any entity related in any manner to the Issuer, or to reimburse any expenditure that was originally paid with the proceeds of any obligation, or to replace funds that are or will be used in such manner.

SECTION 6. This resolution is consistent with the budgetary and financial circumstances of the Issuer, as of the date hereof. No monies from sources other than the Obligation issue are, or are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer (or any related party) pursuant to their budget or financial policies with respect to the Project costs. To the best of our knowledge, this City Council is not aware of the previous adoption of official intents by the Issuer that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 7. The limitations described in Section 3 and Section 4 do not apply to (a) costs of issuance of the Obligations, (b) an amount not in excess of the lesser of $100,000 or five percent (5%) of the proceeds of the Obligations, or (c) any preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs other than land acquisition, site preparation, and similar costs incident to commencement of construction, not in excess of twenty percent (20%) of the aggregate issue price of the Obligations that finances the Project for which the preliminary expenditures were incurred.

SECTION 8. This resolution is adopted as official action of the Issuer in order to comply with Treasury Regulation § 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Issuer expenditures incurred prior to the date of issue of the Obligations, is part of the Issuer's official proceedings, and will be available for inspection by the general public at the main administrative office of the Issuer.

SECTION 9. All the recitals in this Resolution are true and correct and this City Council so finds, determines and represents.

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

PASSED, APPROVED, AND ADOPTED this 15th day of September, 2026.

_____

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. 2026- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held September 15, 2026 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. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held September 15, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

DESCRIPTION OF PROJECT

Projects as part of the Capital Improvement Program (CIP) of the City of Ontario for Fiscal Year 2025-2026 through Fiscal Year 2029-2030, including, but not limited to Ontario Ranch West Infrastructure.

CITY OF ONTARIO *Agenda Report* **September 15, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Courtney Jones Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Courtney Jones, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 15

SUBJECT: **AN ORDINANCE AMENDING CHAPTER 8A OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE RELATED TO THE WATER CONSERVATION PLAN**

RECOMMENDATION: That the City Council adopt an Ordinance amending Chapter 8A of Title 6 of the Ontario Municipal Code related to the Water Conservation Plan.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: There are no direct fiscal impacts associated with the adoption of this Ordinance. Proposed updates to Chapter 8A are required to comply with the California Water Code. Indirectly, reduced potable water sales resulting from conservation efforts may decrease Water Fund revenues while also reducing operational costs. There are no revisions to the current schedule of fees and charges being proposed at this time. Any future fiscal impacts will be incorporated and assessed in the City's next comprehensive Rate Study. There is no impact to the General Fund.

BACKGROUND & ANALYSIS: On September 1, 2026, the City Council introduced and waived further reading of an Ordinance amending Chapter 8A of Title 6 of the Ontario Municipal Code related to the Water Conservation Plan.

The City's Water Conservation Plan under Chapter 8A of Title 6 of the Ontario Municipal Code is intended to promote long-term water use efficiency, prevent water waste, and minimize the potential for water shortages and associated impacts to the City's customers through the practice of water conservation and responsible resource management. The City is required to maximize the beneficial use of its available water resources to the extent to which they are capable. Waste or unreasonable use of water shall be prevented, and conservation shall be practiced to ensure that

water is used reasonably and beneficially in the best interest of the people of the City.

The City's Water Conservation Plan originally went into effect in June 2009 and was last amended in October 2021. In October 2023, the enactment of Assembly Bill 1572 Potable Water: Nonfunctional Turf, amended sections 10608.12 and 10608.14 of the California Water Code (Water Code), requiring water suppliers to include the prohibition on potable water usage on commercial, industrial, and institutional nonfunctional turf within their policies governing water service. In support of these requirements, the City has also considered guidance documents and implementation strategies, including industry best practices for landscape conversion, irrigation efficiency, and long-term compliance with nonfunctional turf regulations, to ensure a consistent and practical approach to implementation.

The proposed amendments to the Water Conservation Plan include revisions necessary to comply with Sections 10608.12 and 10608.14 of the Water Code. In addition to these required updates, Staff are recommending amendments to strengthen the City's ability to address water waste and promote efficient water use. These amendments include incorporating select Stage 1 conservation measures into the General Prohibitions section, establishing consistent year-round practices that help reduce water waste and support efficient water use. Establishing these measures as ongoing requirements supports compliance with the State's long-term water efficiency framework established by Senate Bill 606 and Assembly Bill 1668, while providing the City greater flexibility to manage water resources without the need to formally declare a drought stage. The proposed amendments also align with regional conservation best practices, improve the City's ability to prevent water waste, and promote responsible stewardship of limited water resources. While the Water Shortage Contingency Plan continues to include the six water shortage stages required by Section 10632 of the Water Code, these amendments establish baseline conservation measures that remain in effect regardless of drought conditions. The proposed General Prohibitions in the Ordinance update would establish the following permanent water conservation requirements:

- Prohibit water runoff from landscaped areas onto streets, sidewalks, and other paved surfaces resulting from excessive irrigation or improperly maintained irrigation systems.
- Prohibit the washing of sidewalks, walkways, driveways, parking areas, and other paved surfaces, except when necessary for health or sanitary purposes. Any handheld hose used for such purposes must be equipped with a positive shutoff nozzle.
- Prohibit the use of potable water to irrigate nonfunctional turf on commercial, industrial, institutional, and certain common-area properties in accordance with the phased implementation schedule established by State law, beginning January 1, 2027.

State compliance dates:

- **January 1, 2027** – State-owned, local government, public agency, and public water system properties.
- **January 1, 2028** – Commercial, industrial, and remaining institutional properties.
- **January 1, 2029** – Common areas maintained by HOAs, common interest developments, and community service organizations.
- **January 1, 2031** – Public properties located within disadvantaged communities, or upon the availability of State funding, whichever occurs later.

To assist residents and businesses with successful implementation of these water restrictions, there are water savings rebate programs available, free water use efficiency programs, and free landscape workshops which can be found on the City's website under the Municipal Utilities Company at www.OntarioWaterWise.org.

Staff and Legal reviewed proposed changes to Chapter 8A ensuring it meets state requirements. Staff recommends adoption of the proposed changes to the City's municipal code.

ENVIRONMENTAL REVIEW: The Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15378 (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Moreover, the City Council finds that this Ordinance is also exempt under CEQA pursuant to Guidelines Section 15061(b)(3) (there exists no possibility that the activity will have a significant adverse effect on the environment).

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTER 8A, OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE RELATING TO THE CITY'S WATER CONSERVATION PLAN.

WHEREAS, California Constitution article X, section 2 and California Water Code section 100 provide that because of conditions prevailing in the state of California (the "State"), it is the declared policy of the State that the general welfare requires that the water resources of the State shall be put to beneficial use to the fullest extent of which they are capable, the waste or unreasonable use or unreasonable method of use of water shall be prevented, and the conservation of such waters is to be exercised with a view to the reasonable and beneficial use thereof in the interest of the people and the public welfare; and

WHEREAS, pursuant to California Water Code section 106, it is the declared policy of the State that the use of water for domestic use is the highest use of water and that the next highest use is for irrigation; and

WHEREAS, pursuant to California Water Code section 375, the City of Ontario (the "City") is authorized to adopt and enforce a water conservation program to reduce the quantity of water used by persons within its jurisdiction for the purpose of conserving the water supplies of the City; and

WHEREAS, in 2021, the City found it necessary and appropriate amend Chapter 8A of Title 6 of the Municipal Code to implement and enforce a water conservation program, ("Water Conservation Plan") to reduce the quantity of water used by consumers within the City to ensure that there is sufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, pursuant to California Water Code section 350 the City Council is authorized to declare a water shortage emergency to prevail within its jurisdiction when it finds and determines that the City will not be able to or cannot satisfy the ordinary demands and requirements of water consumers without depleting the water supply of the City to the extent that there would be insufficient water for human consumption, sanitation, and fire protection, and as more fully set forth in the Water Conservation Plan; and

WHEREAS, the City is authorized to prescribe and define by ordinance restrictions, prohibitions, and exclusions for the use of water during a threatened or existing water shortage and adopt and enforce a water conservation and regulatory program to: (i) prohibit the waste of City water or the use of City water during such period; (ii) prohibit use of water during such periods for specific uses which the City may from time to time find to be nonessential, an unreasonable use, and unreasonable method of use, or a waste of water; and (iii) reduce and restrict the quantity of water used by those persons within the City for the purpose of conserving the water supplies of the City; and

WHEREAS, the California Urban Water Management Planning Act (Water Code § 10610, et seq.), mandates that every urban supplier of water providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre feet of water annually, prepare and adopt, in accordance with prescribed requirements, a Water Shortage Contingency Plan ("WSCP") as part of its Urban Water Management Plan;

WHEREAS, the City, an urban water supplier, adopted its WSCP, a detailed plan for how the City intends to act or respond to water shortage conditions;

WHEREAS, the Water Conservation Plan is one legal authority that enables the City to implement its WSCP;

WHEREAS, California Assembly Bill 1572 ("AB 1572"), as codified in the California Water Code sections 110 and 10608.14, declares the use of potable water to irrigate non-functional turf as wasteful and prohibits its use for the irrigation of nonfunctional turf at commercial, industrial, and institutional properties, other than a cemetery, and on properties of homeowners' associations, common interest developments, and community service organizations or similar entities, with certain limited exceptions;

WHEREAS, AB 1572 requires the City to amend its Water Conservation Plan to enforce the state-mandated prohibitions under Water Code section 10608.14;

WHEREAS, the City finds it is necessary to amend the Water Conservation Plan, as set forth in Chapter 8A of Title 6 of the Municipal Code, to comply with AB 1572 and strengthen its ability to address water waste and promote efficient water use.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby finds and determines that the recitals discussed above are true and correct and are hereby incorporated and adopted as findings and determinations by the City Council as if fully set forth herein.

SECTION 2. Chapter 8A, of Title 6 of the Municipal Code is hereby amended to read as set forth in Exhibit A attached hereto, and by this reference made an operative part of this Ordinance.

SECTION 3. If any section, subsection, subdivision, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid, ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

SECTION 4. This Ordinance shall become effective immediately after its adoption by the City Council.

SECTION 5. 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 15th day of September 2026.

_____
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. 3340 was duly introduced at a regular meeting of the City Council of the City of Ontario held September 1, 2026 and adopted at the regular meeting held _____, 2026 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. 3340 duly passed and adopted by the Ontario City Council at their regular meeting held _____ and that Summaries of the Ordinance were published on September 8, 2026 and September 22, 2026, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Exhibit A

Sec. 6-8.20. Scope and title.

This chapter shall be known as "The Water Conservation Plan of the City of Ontario."

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.21. Statement of policy and declaration of purpose.

(a) Because of the water supply conditions prevailing in the City and/or the area from which the City obtains a portion of its supply, the general welfare requires that the water resources available to the City of Ontario be put to the maximum beneficial use to the extent to which they are capable, and that the waste or unreasonable use, or unreasonable method of use of water be prevented and that the conservation of such water be practiced with a view to that reasonable and beneficial use thereof in the interest of the people of the City.

(b) The purpose of this chapter is to minimize the potential for a water shortage through the practice of water conservation, and to minimize the effect of a shortage of water supplies on the customers of the City. It is furthermore the intent of this chapter to adopt provisions that will significantly reduce the inefficient consumption of water, thereby extending the available water resources necessary for domestic, sanitation, and fire protection of the community to the greatest extent possible.

(c) This chapter shall be applicable to all persons within the City. For the purposes of this chapter, "person" means any natural person, property owner, renter, or lessee, as well as any corporation, partnership, government entity or subdivision, trust, estate, cooperative association, homeowners' association, joint venture, business entity, or other similar entity, or the property management company, property manager, agent, employee or representative of any of the above.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.22. Authorization.

(a) The City Council may declare a water shortage based on a determination by the Metropolitan Water District of Southern California, the Inland Empire Utilities Agency, the declaration of an executive order of the Governor, or the adoption of voluntary or mandatory water use restrictions by any state agency governing the use of water, or based upon any interruption in water supply or delivery that the City Council determines in its sole discretion necessitates water conservation pursuant to this chapter.

(b) In the event of an immediate emergency that causes an unplanned interruption of water supply, the City Manager is authorized to restrict water use and apportion the available supply of water among its customers in the most equitable manner possible to continue service fairly and without discrimination, except that preference shall be given to such service as is essential to the public interest and to the preservation of life and health.

(c) A water shortage, including a water shortage emergency but excluding an immediate emergency, shall be declared by the adoption of a resolution of the City Council.

(1) A notice of a water shortage, other than a water shortage emergency, shall be published in a daily newspaper of general circulation within the City. Any restrictions on the use of water during a declared water shortage shall become effective immediately upon such publication.

(2) Notice of hearing to declare a water shortage emergency, other than an immediate emergency, shall be made in accordance with Water Code Section 351. Any restrictions on the use of water during a declared water shortage shall become effective immediately upon adoption unless otherwise be determined by the City Council.

(3) Nothing in this chapter shall be deemed to allow the use of potable water for the irrigation of nonfunctional turf where prohibited by state law.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.23. Definitions

(a) The following words or phrases, whenever used in this chapter, shall be construed as defined in this section unless from the context a different meaning is intended or unless a different meaning is specifically defined within individual sections of this chapter:

(1) "City Manager" shall mean the City Manager of the City of Ontario or his or her authorized designee.

(2) "Common area" shall mean that portion of common interest development or of a property owned or managed by a homeowners' association or a community service organization or similar entity that is not assigned or allocated to the exclusive use of the occupants of an individual dwelling unit within the property.

(3) "Common interest development" shall mean any of the following:
   a) A community apartment project.
   b) A condominium project.
   c) A planned development.
   d) A stock cooperative.

(3) " Community service organization or similar entity" shall mean a nonprofit entity, other than an association, that is organized to provide services to residents of the common interest development or to the public in addition to the residents, to the extent community common area or facilities are available to the public.

(4) "Community space" shall mean an area designated by a property owner or a governmental agency to accommodate human foot traffic for civic, ceremonial, or other community events or social gatherings.

(5) “Customer” shall mean a person, firm, or corporation who is the recipient of water service from the City.

(6) “ Disadvantaged community” shall mean a community with an annual median household income that is less than 80 percent of the statewide annual median household income.

(7) “Functional turf” shall mean a ground cover surface of turf located in a recreational use area or community space. Turf enclosed by fencing or other barriers to permanently preclude human access for recreation or assembly is not functional turf.

(8) “Homeowners’ association” shall mean a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.

(9) “Nonfunctional turf” shall mean any turf that is not functional turf, and includes turf located within street rights-of-way (e.g. medians and parkways) and parking lots.

(10) “Potable water” shall mean water furnished to the customer which meets applicable local, state, and federal drinking water standards.

(11) “Recycled water” shall mean water, which as a result of treatment of wastewater, is suitable for direct beneficial use or a controlled use that otherwise would not occur. The treatment of wastewater is accomplished in accordance with the Uniform Statewide Recycling Criteria set forth in Title 22, Division 4 of the California Code of Regulations.

(13) “Recreational use area” shall mean an area designated by a property owner or governmental agency to accommodate human foot traffic for recreation, including, but not limited to, sports fields, golf courses, playgrounds, picnic grounds, or pet exercise areas. This recreation may be either formal or informal.

(14) “Turf” shall mean a living ground cover surface of mowed grass.

Sec. 6-8.24. General prohibitions.

(a) The following water conservation requirements are effective at all times and are permanent. Violations of this section constitute waste and unreasonable use:

(1) Non-recycling decorative fountains are prohibited in new water connections;

(2) Single-pass cooling systems are prohibited in new water connections;

(3) Conveyor and in-bay vehicle wash and commercial laundry systems that do not reuse water are prohibited in new water connections;

(4) No customer of the City shall cause or allow the water to run off landscape areas into adjoining streets, sidewalks or other paved areas due to incorrectly directed or maintained sprinkler or excessive watering;

(5) Except as required for health and sanitary purposes, washing of sidewalks, walkways, driveways, parking areas or other paved surfaces is prohibited. Any handheld hose used for such purposes shall be equipped with a positive shutoff nozzle; and

(6) The use of potable water for the irrigation of nonfunctional turf located on commercial, industrial, and institutional properties, other than a cemetery, and on properties of homeowners' associations, common interest developments, and community service organizations or similar entities is prohibited as of the following dates:

a) All properties owned by the Department of General Services, beginning January 1, 2027;

b) All properties owned by local governments, local or regional public agencies, and public water systems, except those specified in paragraph (e), beginning January 1, 2027;

c) All other institutional properties and all commercial and industrial properties beginning January 1, 2028;

d) All common areas of properties of homeowners' associations, common interest developments, and community service organizations or similar entities, beginning January 1, 2029; and

e) All Properties owned by local governments, local public agencies, and public water systems in a disadvantaged community, beginning January 1, 2031, or the date upon which a state funding source is made available to fund conversion of nonfunctional turf on these properties to climate-appropriate landscapes, whichever is later.

(b) No customer of the City shall make, cause, use, or permit the use of water from the City in a manner contrary to any provision of this chapter or in an amount in excess of the use permitted by any restriction provisions then in effect pursuant to the provisions of this chapter.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.25. Exceptions.

(a) The prohibited uses of water and water use restrictions provided within this chapter are not applicable for the use of recycled water or the use of potable water necessary for public health and safety or for essential government services such as police, fire, and other similar services.

(b) Notwithstanding subdivision 6-8.24(a)(6), the use of potable water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial nonturf plantings, or to the extent necessary to address an immediate health and safety need.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.26. Voluntary conservation stage.

(a) All persons are encouraged to voluntarily limit the amount of water used to the amount absolutely necessary for health and safety, business operations, and irrigation. Except as otherwise provided in this chapter where a declared water shortage stage or water shortage emergency requires mandatory or other more stringent requirements, the following elements of conservation apply at all times on a voluntary basis by all persons within the City:

(2) Wash motor vehicles, trailers, boats and other types of mobile equipment using a hand held bucket or a hose equipped with a positive shutoff nozzle for quick rinses, or at the immediate premises of a commercial car wash or with recycled wastewater for approved uses.

(3) Avoid using water to clean, fill or maintain levels in decorative fountains, ponds, lakes or other similar aesthetic structures unless such water is part of a recycling system.

(4) Encourage restaurants, hotels, cafés, cafeterias or other public places where food is sold, served or offered for sale, to serve drinking water only to those customers expressly requesting water.

(5) Promptly repair all leaks from indoor and outdoor plumbing fixtures.

(6) Avoid watering lawn, landscape or other turf areas between 9:00 a.m. and 4:00 p.m.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.27. Stage 1 water supply shortage–water supply reduced up to ten percent (10%).

(a) During Stage 1, the following mandatory restrictions on the use of potable water shall be applicable when the City Council determines that the City's water conservation goals are not being met by voluntary water conservation measures, or that the City's water supplies are likely to be reduced by up to ten percent (10%) or it has otherwise been requested or directed by executive order or regulation of a state agency to reduce its potable water consumption or production by a specified amount.

(1) All prohibitions and restrictions in § 6-8.24 shall be in effect provided that the more restrictive measures noted in this section shall take precedence.

(2) Washing of motor vehicles, trailers, boats and other types of mobile equipment shall be done only with a hand-held bucket or a hose equipped with a positive shutoff nozzle for quick rinses, except that washing may be done at the immediate premises of a commercial car wash or with reclaimed wastewater.

(3) No water shall be used to clean, fill or maintain levels in decorative fountains, ponds, lakes or other similar aesthetic structures unless such water is part of a recycling system.

(4) No restaurant, hotel, café, cafeteria or other public place where food is sold, served or offered for sale, shall serve drinking water to any patron unless expressly requested.

(5) Customers shall promptly repair all leaks from indoor and outdoor plumbing fixtures. Such leak shall be repaired in a timely manner after notification by the City, but in no case after notification in excess of seventy-two (72) hours for the first violation and then every seventy-two (72) hours thereafter for the second and third violations.

(6) Outdoor irrigation shall be prohibited between the hours of 9:00 a.m. and 4:00 p.m. In any event, such watering shall not be in excess of needs nor be of a manner that allows water to flow onto streets or other paved areas. Watering of a landscaped area with a hand-held hose equipped with a positive shutoff nozzle is permitted at any time of the day. This provision shall not apply to commercial nurseries, golf courses and other water-dependent industries.

(8) The use of water from fire hydrants shall be limited to fire fighting and related activities necessary to maintain the public health and safety. An exception may be made for construction use through a proper City-designated meter. The use of potable water for construction activities shall be restricted in areas where recycled water is available for such use.

(b) At any time during Stage 1, if the City Council determines that additional reductions in the amount the potable water being used are necessary, it may adopt a resolution establishing water use limitations and enforce those water use limitations by the adoption and imposition of a volumetric penalty established therein.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.28. Stage 2 water supply shortage–water supply reduced up to twenty percent (20%).

(a) During Stage 2, the following mandatory restrictions on the use of potable water shall be applicable when the City Council determines that it is likely that the City will suffer a reduction of more than ten percent (10%) and up to (20%) in its water supplies or it has otherwise been requested or directed by an executive order or regulation of a state agency to reduce its potable water consumption or production by a specified amount.

(1) All prohibitions and restrictions in § 6-8.27 shall be in effect provided that the more restrictive measures noted in this section shall take precedence.

(2) Filling or refilling of empty swimming pools shall not occur without the written permission of the City Manager

(3) Outdoor irrigation shall be prohibited during and within forty-eight (48) hours following measurable rainfall.

(4) Operators of hotels and motels must provide guests with the option of choosing not to have towels and linens laundered daily and prominently display notice of this option.

(5) The use of potable water for irrigation outside of newly constructed homes and buildings shall be consistent with California Building Standards Commission and Department of Housing & Community Development.

(b) At any time during Stage 2, if the City Council determines that additional reductions in the amount the potable water being used by customers are necessary, it may adopt a resolution establishing water use limitations and enforce those water use limitations by the adoption and imposition of a volumetric penalty established therein.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.29. Stage 3 water supply shortage–water supply reduced up to thirty percent (30%).

(a) During Stage 3, the following mandatory restrictions on the use of potable water shall be applicable when the City Council determines that it is likely that the City will suffer a reduction of more than twenty percent (20%) and up to thirty percent (30%) in its water supplies or it has otherwise been requested or directed by executive order or regulation of a state agency to reduce its potable water consumption or production by a specified amount.

(1) All the prohibitions and restrictions in § 6-8.28 shall be in effect provided that the more restrictive measures noted in this section shall take precedence.

(2) Outdoor irrigation shall be prohibited more than four (4) days a week.

(3) The use of water from fire hydrants shall be limited to fire fighting and related activities and other uses of water for municipal purposes shall be limited to activities necessary to maintain the public health, safety and welfare. Unless written permission has been granted by the City Manager, the use of potable water for construction activities and grading shall be prohibited.

(b) At any time during Stage 3, if the City Council determines that additional reductions in the amount the potable water being used by customers are necessary, it may adopt a resolution establishing water use limitations and enforce those water use limitations by the adoption and imposition of a volumetric penalty established therein.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.30. Stage 4 water supply shortage–water supply reduced up to forty percent (40%).

(a) During Stage 4, the following mandatory restrictions on the use of potable water shall be applicable when the City Council determines that it is likely that the City will suffer a reduction of more than thirty percent (30%) and up to forty percent (40%) in its water supplies or it has otherwise been requested or directed by executive order or regulation of a state agency to reduce its potable water consumption or production by a specified amount.

(1) All the prohibitions and restrictions in § 6-8.29 shall be in effect provided that the more restrictive measures noted in this section shall take precedence.

(2) Outdoor irrigation shall be prohibited more than two (2) days a week.

(3) Outdoor irrigation shall be limited to fifteen (15) minutes on watering days.

(4) No vehicles shall be washed unless it is taken to a carwash.

(b) At any time during Stage 4, if the City Council determines that additional reductions in the amount the potable water being used by customers are necessary, it may adopt a resolution establishing water use limitations and enforce those water use limitations by the imposition of a volumetric penalty established therein.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.31. Stage 5 water supply shortage–water supply reduced up to fifty percent (50%).

(a) During Stage 5, the following mandatory restrictions on the use of potable water shall be applicable when the City Council determines that it is likely that the City will suffer a reduction of more than forty percent (40%) and up to fifty percent (50%) in its water supplies or it has otherwise been requested or directed by executive order or regulation of a state agency to reduce its potable water consumption or production by a specified amount.

(1) All the prohibitions and restrictions in § 6-8.30 shall be in effect provided that the more restrictive measures noted in this section shall take precedence.

(2) Outdoor irrigation shall be prohibited more than one (1) day a week.

(b) At any time during Stage 5, if the City Council determines that additional reductions in the amount the potable water being used by customers are necessary, it may adopt a resolution establishing water use limitations and enforce those water use limitations by the imposition of a volumetric penalty established therein.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.32. Stage 6 water supply shortage emergency–water supply reduced more than fifty percent (50%).

(a) During Stage 6, the following mandatory restrictions on the use of potable water shall be applicable when the City Council determines that it is likely that the City will suffer

a reduction of more than fifty percent (50%) in its water supplies or it has otherwise been requested or directed by executive order or regulation of a state agency to reduce its potable water consumption or production by a specified amount. A water shortage emergency may be declared whenever the City Council finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the City to the extent that there would be insufficient water for human consumption, sanitation, and fire protection. A water shortage emergency may include an immediate emergency. An immediate emergency may occur as a result of a breakage or failure of a dam, pump, pipe line or conduit, a major earthquake, large-scale fire, or other so called "Act of God" which may have serious impacts on the City's available water supply.

(1) All the prohibitions and restrictions in § 6-8.31 shall be in effect provided that the more restrictive measures noted in this section shall take precedence.

(2) Unless otherwise permitted by a resolution of the City Council, outdoor irrigation shall be prohibited.

(3) Commercial nurseries shall be prohibited from the use of potable water for irrigation of outdoor, landscape and turf except by use of a hand-held hose equipped with a positive shutoff nozzle.

(4) The following nonessential uses of water shall be prohibited: the filling, cycling, filtering, or refilling swimming pools, spas, Jacuzzis, fountains or other like devices.

(b) At any time during Stage 6, if the City Council determines that additional reductions in the amount the potable water being used by customers are necessary, it may adopt a resolution establishing water use limitations and enforce those water use limitations by the imposition of a volumetric penalty established therein.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.33. Relief from compliance.

(a) A customer of the City may file a written application for relief in whole or in part, from the water use restriction provisions of this chapter. The City Manager shall review the request for a variance and take such steps as he or she deems reasonable to resolve the application for relief. The decision of the City Manager shall be final.

(1) For a variance from a compliance deadline imposed by subdivision 6-8.24(a)(6), the customer must submit with the written application proof, in a form satisfactory to the City Manager, that the California State Water Resources Control Board ("State Water Board") has postponed the compliance deadline for the customer pursuant to Water Code section 10608.14. A postponement granted by the State Water Board pursuant to Water Code section 10608.14 does not, by itself, provide relief from the requirements of this chapter.

(b) Relief may be granted if the customer shows that he or she has achieved the maximum practical reduction in water consumption other than in the specific areas in which relief is being sought. No relief shall be granted to any customer who, when

requested by the City Manager, fails to provide any information necessary for resolution of the customer's application for relief.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.34. Failure to comply.

(a) Each and every day that a violation of this chapter occurs or continues to occur shall be considered a new and separate offense. Except for any violation of water use limitations for which a volumetric penalty may be imposed, for each violation of this chapter the following civil penalties may be imposed by issuance of a citation and complaint:

(1) First violation. For a first violation, the City shall issue a written warning to the person.

(2) Second violation. For a second violation, the City shall impose a civil penalty in the amount of One Hundred Dollars ($100.00).

(3) Third violation. For a third violation, the City shall impose a civil penalty in the amount of Two Hundred Dollars ($200.00).

(4) Subsequent violations. For the fourth and any subsequent violation within one (1) year, the City shall impose a penalty in the amount of Five Hundred Dollars ($500.00). In addition to the civil penalty, the City may also install a flow restricting device on the service of at the premises at which the violation occurred for a period of not less than forty-eight (48) hours. The City shall charge the responsible party the reasonable costs incurred for installing and removing the flow-restricting devices and for restoration of normal service. The charge shall be paid before normal service may be restored.

(b) Except for any violation of water use limitations for which a volumetric penalty may be imposed, the City shall give notice of a violation to the person committing the violation as follows:

(1) For a first violation, if the person committing the violation is a customer of the City, then notice shall be given in writing by regular mail or personal delivery to the address at which the customer is normally billed or at the address where the violation occurred. If the person committing the violation is not a customer of the City, or if the event is not related to a specific property, the notice may be sent to the last known address of the responsible party or personally delivered.

(2) Notice of second or subsequent violations shall be given by the issuance of a citation and complaint in accordance with § 6-8.34(c) and (d).

(3) Unless an appeal and/or hearing is requested pursuant to the provisions of § 6-8.35, any civil penalty(ies) imposed by the City shall be due and payable within thirty (30) days of the issuance of the citation and complaint.

(c) Except for any violation of water use limitations for which a volumetric penalty may be imposed, any notice of violation of this chapter shall be issued as a citation and complaint and shall:

(1) Identify the provision(s) of this chapter and any state law, if applicable, alleged to have been violated;

(2) State that continued noncompliance may result in civil, criminal, or administrative enforcement actions against the person who committed the violation, or the customer or the property owner and/or occupant of the property where the violation occurred;

(3) State a compliance date that must be met by the person who committed the violation, or the customer, or the property owner and/or occupant of the property where the violation occurred;

(4) Order remediation work, where applicable, that must be taken;

(5) State that the recipient has a right to request a hearing and appeal the matter as set forth in § 6-8.35;

(6) Include the address of the affected property and be addressed to the customer or the property owner as shown on the most recently issued equalized assessment roll or as may otherwise appear in the current records of the City. If the notice of violation applies to a responsible party who is not the property owner or a customer, or if the event is not related to a specific property, the notice may be sent to the last known address of the responsible party or personally delivered; and

(7) Be deemed served within ten (10) business days after posting on the property, if the property owner or occupant of the affected property cannot be located after the reasonable efforts of the City Manager.

(d) Any citation and complaint may be sent by regular mail or personal delivery. Service by regular mail is effective on the date of mailing. Service by personal delivery is effective on the date delivered. The citation and complaint, may include, where deemed applicable by the City Manager, the following terms and conditions.

(1) Specific steps or actions and time schedules for compliance as reasonably necessary to prevent future violations of this chapter; and

(2) Any other terms, conditions, or requirements reasonably calculated to prevent continued or threatened future violations of this chapter, including, but not limited to, discontinuing or limiting water service with the installation of a flow restricting device.

(e) Any volumetric penalty imposed shall be:

(1) Applicable to all potable water used in excess of the water use limitations as established by separate resolution of the City Council;

(2) Collected on the customer's water bill;

(3) Due and payable as part of the customer's water bill;

(4) The responsibility of the customer of record for the property where the violation occurred; and

(5) Paid in addition to the water service fees the City imposes for the potable water delivered to the property where the violation occurred.

(f) The receipt of a water bill with any applicable volumetric penalty shall serve as notice of violation of the adopted water use limitations as established by resolution of the City Council.

(g) Any person who wishes to appeal the imposition of a volumetric penalty may do so pursuant to § 6-8.35. Notice of the right to a hearing and to appeal the imposition of a volumetric penalty shall be included in the customer's water bill.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.35. Appeal and hearing regarding violations.

(a) Any person receiving notice of a violation of this chapter and the imposition of a civil penalty or volumetric penalty, shall have a right to a hearing by the City Manager to appeal the imposition of any civil penalty. Any request for a hearing must be submitted to the City within fifteen (15) days of mailing or other delivery of the citation and complaint or water bill, as applicable. Additional documentation may be requested at the discretion of the City Manager.

(b) The timely written request for a hearing shall automatically stay installation of flow-restricting device on the premises where the violation occurred and imposition of the civil penalty or volumetric penalty until after the City Manager renders his or her decision. The hearing shall be held no sooner than thirty (30) days after the issuance of the citation and complaint or water bill, as applicable.

(c) The decision of the City Manager shall be final and shall be memorialized in a final order. If the appeal is denied, then within ten (10) days after issuance of the final order, the person shall pay any civil penalty(ies) imposed by the City.

(d) The provisions of Section 1094.5 of the Code of Civil Procedure of the State of California shall be applicable to judicial review of the final order.

(e) Non-payment of any civil penalty or volumetric imposed pursuant to this chapter shall be subject to the same remedies available to the City as for non-payment of basic water service fees.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.36. Remedies are not exclusive.

In addition to any other remedies provided in this chapter or available under applicable law, the City may alternatively seek injunctive relief in the Superior Court or take enforcement action, including discontinuing or appropriately limiting water service to any customer, or installing a flow restricting device. All remedies provided herein shall be cumulative and not exclusive.

(§ 2, Ord. 3027, eff. October 1, 2015, as amended by § 2, Ord. 3196, eff. December 7, 2021)

CITY OF ONTARIO *Agenda Report* **September 15, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Economic Development Prepared By: Thailin Martin Department: Prepared By: Thailin Martin Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 16

SUBJECT: **A REIMBURSEMENT AGREEMENT FOR CERTAIN IMPROVEMENTS BETWEEN THE CITY OF ONTARIO AND OTC LOT B OWNER LLC**

RECOMMENDATION: That the City Council adopt a Resolution authorizing the City Manager or Designee to negotiate and finalize remaining details for implementation of a Reimbursement Agreement (on file with Records Management) between the City of Ontario and OTC Lot B Owner, LLC. , and authorize the City Manager to execute the Agreement and all other documents required for implementation of the Agreement.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: The Agreement will provide for reimbursement of actual documented infrastructure-related costs up to $450,000. If approved, additional appropriations will be included at the next quarterly budget update to City Council as needed.

BACKGROUND & ANALYSIS: The City and Developer entered into a Development Agreement and Ground Lease on July 19, 2022, for the development of an intense urban high density mixed-use project located immediately adjacent to the Toyota Arena. The first phase of a project is currently under construction and includes development of ground floor retail and restaurants, with four levels of residential apartments above. The City is also continuing to enhance infrastructure to support the increasing demands at the Arena, including a public plaza, parking structures, and plans for a future entertainment district. These improvements will ultimately benefit the Developer’s project, as well as the surrounding areas, facilitating development in accordance with the Ontario Plan.

As a result of the Developer's ability and desire to install the improvements in an expedited manner

to ensure that the project area has upgraded and installed stormwater management and drainage infrastructure. Staff recommends that the Developer undertake the following improvements and be reimbursed for their portion of the cost. Developer can construct the Public Improvements sooner than the City, and the City and Developer have negotiated an agreement under which the City will reimburse sixty percent (60%) of verified Eligible Costs, up to Four Hundred Fifty Thousand Dollars ($450,000) with a 10% contingency, for a new not to exceed amount of Four Hundred and Nighty Five Thousand Dollars ($495,000), and Developer will pay the remaining forty percent (40%) and all costs above the City's maximum contribution. This work includes excavation and removal of the existing storm-drain infrastructure, installation of new low impact development water-catchment basins, installation of associated storm-drain piping and drainage infrastructure, i mprovements necessary to serve Toyota Arena and the Lot B development, and modernization of the drainage system to increase stormwater capture and support groundwater recharge. The Developer will be reimbursed directly for their costs.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND OTC LOT B OWNER LLC FOR COSTS ASSOCIATED WITH THE CONSTRUCTION OF TOYOTA ARENA AND LOT B STORMWATER AND LOW IMPACT DEVELOPMENT IMPROVEMENTS.

WHEREAS the City of Ontario ("City") and OTC LOT B OWNER LLC, a Delaware limited liability company ("Developer"), have entered into a Development Agreement dated July 19, 2022, recorded on October 12, 2022, as Document No. 2022-0340725 and amended by a First Amendment dated December 27, 2024 (collectively, the "Development Agreement"); and

WHEREAS under the Development Agreement and applicable project approvals, Developer is responsible, except for the express reimbursement described below, for designing, permitting, constructing, completing, and warranting the stormwater and low impact development improvements required for the Lot B development; and

WHEREAS the project subject to the Development Agreement ("Developer's Project") is located in an area important to the City's economic development efforts, and the City's General Plan ("The Ontario Plan") envisions significant development in the area requiring upgraded stormwater management and low impact development infrastructure; and

WHEREAS Developer has worked with its civil and environmental consultants to determine the low impact development system necessary to serve the Developer's Project and surrounding area, as reflected in Developer's August 26, 2026 letter attached to the Reimbursement Agreement as Exhibit "A"; and

WHEREAS the City has a separate Capital Improvement Program project for stormwater management and drainage improvements on, in, and under the property subject to the Development Agreement, as described in Exhibit "B" to the Reimbursement Agreement ("Public Improvements"), which will benefit the Developer's Project and surrounding areas; and

WHEREAS Developer can construct the Public Improvements sooner than the City, and the City and Developer have negotiated an agreement under which the City will reimburse sixty percent (60%) of verified Eligible Costs, up to Four Hundred Fifty Thousand Dollars ($450,000), and Developer will pay the remaining forty percent (40%) and all costs above the City's maximum contribution, a copy of which is attached as Exhibit "A" ("Reimbursement Agreement"); and

WHEREAS the Reimbursement Agreement requires completion of all environmental review and approvals before construction and includes public works, bonding, insurance, easement, maintenance, and warranty protections; its approval does not approve construction, predetermine any environmental determination, or commit the City to a future discretionary approval; and

WHEREAS based on the information and evidence presented, the City Council finds that the reimbursement serves a legitimate public purpose and represents no more than the fair and reasonable value of the public benefit the City will receive; and

WHEREAS all other legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein and made an operative part of this Resolution.

SECTION 2. Approval of Reimbursement Agreement. The City Council hereby approves the Reimbursement Agreement in substantially the form attached as Exhibit "A" and authorizes the City Manager to execute and administer it, subject to approval as to form by the City Attorney. The City Manager may approve non-material and conforming changes that do not increase the City's $450,000 maximum contribution or materially expand the City's obligations. Any material amendment or increase in the maximum contribution requires further City Council approval.

SECTION 3. Severability. If any provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity, and the provisions of this Resolution are severable.

SECTION 4. Effective Date. This Resolution shall become effective 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 15th day of September 2026.

_____

PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that the foregoing Resolution No. 2026-____ was duly passed and adopted by the City Council of the City of Ontario at its regular meeting held September 15, 2026, 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. 2026-____, duly passed and adopted by the Ontario City Council at its regular meeting held September 15, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **September 15, 2026**	**SECTION:** **PUBLIC HEARINGS**
Department: Housing Prepared By: Albert Ramirez Department: Prepared By: Albert Ramirez Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Reviewed By: Lacey A Rightmer, Kelly Zackmann Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 17

SUBJECT: **A PUBLIC HEARING TO CONSIDER ADOPTION OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR FISCAL YEAR 2025-26**

RECOMMENDATION: That the City Council take the following actions:

A. Conduct a public hearing and receive public comments on the draft Fiscal Year 2025-26 Consolidated Annual Performance and Evaluation Report (CAPER);
B. Authorize Staff to submit the final Fiscal Year 2025-26 CAPER to the U.S. Department of Housing and Urban Development (HUD); and
C. Authorize the City Manager, or his designee, to execute all documents necessary to submit the CAPER.

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

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

BACKGROUND & ANALYSIS: Each year, the City of Ontario receives entitlement grant funds from the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), and Emergency Solutions Grant (ESG). The City receives approximately $2.7 million annually from HUD through these programs. The funds are used to support low-income and moderate-income residents by providing affordable housing, improving living conditions, and expanding economic opportunities. As a recipient of entitlement grant funds, the City is required to submit a Consolidated Annual Performance and Evaluation Report (CAPER) to HUD at the end of each fiscal year.

The CAPER is prepared to show how the City spends its grant funds. It helps residents and HUD check whether the City met the priority needs in the City's Fiscal Year 2025-26 One-Year Action Plan, which was approved on May 5, 2025. During Fiscal Year 2025-26, the City used federal funds

to help many residents obtain housing, receive social services, and benefit from public infrastructure improvements. The CAPER was prepared using data reported by the City and its partner agencies.

During Fiscal Year 2025-26, $3.1 million in federal funds were spent to implement 15 housing and community development programs and projects. This total includes Fiscal Year 2025-26 funding allocations and federal funds carried forward from prior years.

Some of the accomplishments reported in this year's CAPER include:

- The Housing Department used HOME funds to provide 41 households with tenant-based rental assistance.
- The Community Improvement Department used CDBG funds to pay salaries for Staff who conducted 358 inspections, issued 231 notices, and issued 46 citations.
- The Housing Department used ESG funds to provide emergency rental assistance to 42 households, helping residents avoid eviction and maintain housing stability.
- The SOVA Center used CDBG funds to provide emergency food assistance and supportive services to 2,011 families.
- The Public Works Agency used CDBG funds to support four street improvement projects in low-and moderate-income areas.
- The Public Works Agency used CDBG funds to complete the John Galvin Park underground lighting project.

The draft Fiscal Year 2025-26 CAPER was advertised in the Inland Valley Daily Bulletin on August 28, 2026. The draft CAPER was available for public review from August 28, 2026, through September 15, 2026.

Staff recommends approval of the Fiscal Year 2025-26 CAPER. If approved by City Council, Staff will submit the CAPER to HUD for approval.

CITY OF ONTARIO

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

Fiscal Year 2025-26

DRAFT

Prepared by the
City of Ontario Housing Services Department
208 West Emporia Street
Ontario, CA 91762
(909) 395-2006

FY 2025-26 Consolidated Annual Performance and Evaluation Report (CAPER)

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CITY OF ONTARIO

Consolidated Annual Performance and Evaluation Report Fiscal Year 2025-26

Executive Summary

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CITY OF ONTARIO

Consolidated Annual Performance and Evaluation Report
For the period of July 1, 2025 - June 30, 2026

EXECUTIVE SUMMARY

The Consolidated Annual Performance and Evaluation Report (CAPER) provides information to Ontario residents, elected officials, City staff, and the U.S. Department of Housing and Urban Development (HUD) about housing and community development needs, projects, and accomplishments. This report covers activities conducted during Fiscal Year 2025-26 which began July 1, 2025 and ended June 30, 2026. During this period, a combined total of $3 million of federal funds were expended to implement approximately 17 housing and community development programs and projects. Each activity supported one or more of the priorities originally presented in the City's Five-Year Consolidated Plan.

The following list highlights key housing and community development activities implemented during FY 2025-26:

- Approximately $613,179 was expended as part of the Housing Strategy to implement two activities. The major projects within this strategy include, but are not limited to, the following: Tenant Based Rental Assistance Program (TBRA) and Community Improvement Team (Code Enforcement) Program.

- Approximately $539,564 was expended as part of the Homeless Strategy to implement five activities. The major projects within this strategy include, but are not limited to, the following: ESG Eviction Prevention (EEPP) Program, Family Stabilization Program at SOVA Program Center (Inland Valley Hope Partners), Services for Victim of Domestic Violence and Their Children Program (House of Ruth), Extreme Weather Motel Voucher Program, and HOME-ARP Rental Assistance Program.

- Approximately $5,490,444 was expended to implement 6 infrastructure activities and one economic development activity under the Community Development Strategy. The major projects within this strategy include but are not limited to the following: FY 2024-25 Pavement Management Rehabilitation Project, FY 2024-2025 Alley Pavement Management Project, FY 2024-25 Street Light Installation Project, FY 2025-26 Pavement Management Rehabilitation Project FY 2025-2026, Vineyard Avenue Pavement Rehabilitation Project, John Galvin Park Underground Light Conduit, and Downtown Façade Improvement Program.

The tables below and on the following pages demonstrate the breakdown of funds received and expended within each identified strategy: Housing, Homeless, and Community Development.

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FUNDING SOURCES

FUNDING SOURCE	ACTIVITIES FUNDED	ACTUAL AMOUNT AWARDED/RECEIVED/ ON HAND FOR FY 2025-26
Community Development Block Grant (CDBG)	Infrastructure improvements, code enforcement, housing rehabilitation, and social services.	$1,839,944
CDBG Program Income	Infrastructure improvements, code enforcement, housing rehabilitation, and social services.	$39,080
CDBG Rollover from prior years and reallocated funds	Infrastructure improvements, code enforcement, housing rehabilitation, and social services.	$380,382
HOME Investment Partnership (HOME)	Tenant Based Rental Assistance	$676,960
HOME Program Income	Tenant Based Rental Assistance	$0
HOME Rollover from prior years and reallocated funds	Tenant Based Rental Assistance	$0
Emergency Solutions Grant (HESG)	Essential support services and operating expenses for homeless facilities and programs.	$159,530
HOME Investment Partnership American Rescue Plan Program (HOME-ARP)	Housing construction, rehabilitation activities, homebuyer activities, and tenant based rental assistance.	$285,719
	TOTAL	**$3,381,615**

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HOUSING STRATEGY

Program/Project	Funding Source	Expenses	Annual Accomplishment
Priority 1: Expand affordable rental housing opportunities, particularly for low-income persons.			
Tenant Based Rental Assistance Program	HOME	**$521,814**	A total of forty-one (41) households were assisted through this program during FY 2025-26. Seventeen (17) households had their TBRA certificates renewed, nineteen (19) households completed their TBRA program assistance, and five (5) households leased new units with assistance this year.
TOTAL HOUSING PRIORITY #1		**$521,814**	
Community Improvement Team Program	CDBG	**$91,365**	During FY 2025-26, the CIT team conducted 358 inspections, issued 231 notices and 46 citations, and closed 156 cases at 237 unique parcels within the target area.
TOTAL HOUSING PRIORITY #2		**$91,365**	
GRAND TOTAL – HOUSING STRATEGY		**$613,179**	

HOMELESS STRATEGY

Program/Agency	Funding Source	Expenses	Accomplishments
Priority 1: Preserve and improve the supply of supportive housing and public services for the homeless and homelessness prevention services.			
ESG Eviction Prevention Program (EEPP)	ESG	**$120,195**	This program provides short-term rental assistance to Ontario households at or below 30% of the AMI who are at risk of homelessness due to non-payment of rent.
Inland Valley Hope Partners – Family Stabilization Program at Sova Program Center	CDBG ESG	**$15,000** **$27,000**	A total of two thousand five hundred twenty-one (2,521) unduplicated persons were served. A total of ninety (90) duplicated persons were served.
House of Ruth – Housing Services for Survivors of Domestic Violence Program	CDBG	**$15,000**	A total of forty (40) unduplicated victims of domestic violence and their children were provided with services.

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Program/Agency	Funding Source	Expenses	Accomplishments
Extreme Weather Motel Voucher Program	CDBG	**$76,650**	During FY 2025-26, a total of 124 persons received assistance through this program for a total of 1,044 bed nights.
HOME-ARP Rental Assistance Program	HOME	**$285,719**	During FY 2025-26, this program provided rental assistance to a total of 113 households at or below 50% of the AMI who were at risk of homelessness due to non-payment of rent.
GRAND TOTAL – HOMELESS STRATEGY		**$539,564**	

COMMUNITY DEVELOPMENT STRATEGY

Program/Project	Funding Source	Expenses	Accomplishments
Priority 1: Provide needed infrastructure improvements in target lower and moderate-income neighborhoods.			
FY 2024-25 Pavement Management Rehabilitation Project	CDBG Gas Tax Measure I SB 1 **Subtotal**	$519,864 $342,000 $650,000 $371,973 **$1,883,837**	During FY 2025–26, the contractor completed the remaining punch-list items, with no additional major construction activities occurring during the reporting period. Ongoing project activities consist of finalizing grant and project closeout documentation. Upon completion of the required closeout documentation, the project will be formally closed.
FY 2024-25 Alley Pavement Management Project	CDBG Gas Tax **Subtotal**	$190,000 $585,945 **$775,945**	During FY 2025–26, project activities consisted of the completing remaining punch-list items and finalizing grant and project closeout documentation. This project has been formally closed as of February 2026.
FY 2024-25 Street Light Installation Project	CDBG Other Funds **Subtotal**	$181,830 $2,658 **$184,488**	During FY 2025-26 the Street Light Installation Project was successfully completed. The installation of seventeen (17) new street lights with LED fixtures enhance visibility and improve safety in the neighborhood.
FY 2025-26 Pavement Management Rehabilitation Project	CDBG Gas Tax Measure I	$550,000 $616,849 $342,000	During FY 2025–26, the project was bid in January 2026, and a construction contract was awarded to Pavement Rehab Company in April 2026. Construction began in May 2026

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Program/Project	Funding Source	Expenses	Accomplishments
	SB 1 **Subtotal**	$210,173 **$1,719,022**	and was completed in July 2026. The project is currently in the process of completing remaining punch-list items and finalizing grant and project closeout documentation.
FY 2025-2026 Vineyard Avenue Pavement Management Rehabilitation Project	CDBG Other Funds **Subtotal**	$668,770 $22,002 **$690,772**	During FY 2025–26, the project was bid in November 2025, and a construction contract was awarded to Hardy & Harper, Inc. in February 2026. Construction began in April 2026 and was completed in June 2026. The project is currently in the process of completing remaining punch-list items and finalizing grant and project closeout documentation.
TOTAL COMMUNITY DEVELOPMENT PRIORITY #1		**$5,254,064**	
Priority 2: Provide for new community facilities and improve the quality of existing community facilities to serve lower- and moderate-income neighborhoods.			
John Galvin Park Underground Light Conduit Project	CDBG Other Funds **Subtotal**	$140,000 $83,985 **$223,985**	Park lighting infrastructure was undergrounded, twelve new lights were installed, and twelve existing lights were upgraded. Construction was completed in December 2026.
TOTAL COMMUNITY DEVELOPMENT PRIORITY #2		**$223,985**	
Program/Project	**Funding Source**	**Expenses**	**Accomplishments**
Priority 3: Expand the City's economic base and promote greater employment opportunities.			
Downtown Storefront Façade Improvement Program	CDBG	**$12,395**	During FY 2025-26, the Downtown Façade Improvement Program supported one business. The total assistance amounted to $12,395, which was utilized for a range of facade improvements, including the installation of new windows, doors, anti-graffiti film and brick replacement. These enhancements have contributed to the aesthetic and functional improvement of our local business community in the Downtown.

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Program/Project	Funding Source	Expenses	Accomplishments
TOTAL COMMUNITY DEVELOPMENT PRIORITY #3		**$12,395**	
TOTAL CDBG FUNDS – COMMUNITY DEVELOPMETN STRATEGY		**$2,262,859**	
GRAND TOTAL – COMMUNITY DEVELOPMENT STRATEGY		**$5,490,444**	

ADMINISTRATIVE COSTS

Program/Project	Funding Source	Expenses	Accomplishments
CDBG Administration	CDBG	**$367,988**	Administration of the CDBG Program.
HOME Administration	HOME	**$67,696**	Administration of HOME Program.
ESG Administration	ESG	**$11,964**	Administration of ESG Program.
GRAND TOTAL – Administrative Costs		**$447,648**	
GRAND TOTAL – All Projects & Administration		**$7,090,835**	

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I. INTRODUCTION

The Consolidated Annual Performance and Evaluation Report (CAPER) provides a comprehensive summary of housing and community development activities implemented by the City of Ontario utilizing U.S. Department of Housing and Urban Development (HUD) funds. The City has prepared this report in accordance with HUD regulations.

This report describes the progress that the City made towards achieving the affordable housing and community development goals presented in the Five-Year Consolidated Plan. The Consolidated Plan is a combination of the following components: housing and community development needs assessment, survey of available resources, five-year strategy, and One-Year Action Plan. The One-Year Action Plan is updated annually and presents the specific programs and projects to be implemented each year along with their respective funding sources and amounts. The performance of each program and project identified in the FY 2025-26 One-Year Action Plan is presented in this report. The following is a summary of this report's key areas:

I. Introduction

II. Consolidated Plan: Housing, Public Services, and Economic Opportunity – The Consolidated Plan serves as both a long- and short-term planning tool for housing and community development activities. This section presents important developments on housing, community development, and economic issues. All the five-year strategies are discussed in this section (Housing, Homeless, Special Needs Populations, Fair Housing, Community Development, and Economic Development).

III. Homeless Services – Homelessness is a critical issue impacting both the lives of affected individuals and the quality of the community at large. This section assesses the needs of the homeless and programs and projects implemented during FY 2025-26 to address those needs.

IV. HOME-Funded Housing Activities – Quality affordable housing is the cornerstone of a viable community. This section discusses a variety of HOME-funded activity requirements, including Community Housing Development Organizations (CHDOs), affirmative marketing and minority outreach, HOME match, and HOME inspections/monitoring.

V. Program Requirements – The City must meet specific planning, administrative, and reporting requirements that regulate all aspects of housing and community development activities supported with federal funds. This section assesses the City's capacity to carry out these types of activities in compliance with federal regulations including citizen participation, oversight, management, and accounting systems.

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VI. Overall Assessment – This section of the CAPER provides a detailed analysis of the progress made towards meeting the goals of the Five-Year Consolidated Plan during FY 2025-26.

VII. Other Actions Undertaken – This section provides information regarding the City's anti-displacement strategy, institutional structure, and anti-poverty strategy.

VIII. Additional CDBG Required Narratives – This section provides information regarding the assessment of the relationship of CDBG funds and the status of CDBG loans and other receivables.

IX. Public Review and Comments – This section provides information on public comments received.

X. HUD Reports – This section concludes the CAPER with the following HUD reports generated by the Integrated Disbursement and Information System (IDIS) and other required HUD reports:

1. **Summary of Activities (C04PR03) –** lists each CDBG activity, which was open during a program year. For each activity, the report shows the status, accomplishments, program year narrative and program year expenditures. For each activity, the report also shows the activity code, regulation cite and characteristics of the beneficiaries.

2. **CDBG Financial Summary Report (C04PR26) –** shows the commitment of funds and expenditures the grantee has made for a specified program year. The expenditures are summarized to determine the relevant indicators for planning/administration, public service activities, and economic development. This report also contains program year information on meeting HUD's statutory requirements of serving low- and moderate-income households.

<u>HOME REPORTS</u>

3. **Status of HOME Activities (C04PR22) –** provides status of HOME activities for all fiscal years. This report shows funds committed to each activity and disbursed dollar amounts.

4. **Status of HOME Grants (C04PR27) –** provides a status of HOME grants for each fiscal year.

5. **HOME Match Report (HUD-40107-A) –** provides match contribution information for Fiscal Year 2025-26.

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6. **HOME Annual Performance Report (HUD-40107) –** provides Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) contracting information for Fiscal Year 2025-26. In addition, this report provides information on HOME program income received during the reporting period.

ESG REPORTS

7. **ESG CAPER Report –** provides information on performance measures for ESG funded activities.

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II. CONSOLIDATED PLAN – Housing, Public Services and Economic Opportunities

This section contains the following elements:

a. An overview of the Action Plan;
b. A summary of resources available for housing and community development projects;
c. Housing activities conducted during FY 2025-26 in support of Action Plan priorities;
d. Homeless activities conducted during FY 2025-26 in support of Action Plan priorities;
e. Special population activities conducted during FY 2025-26 in support of Action Plan priorities;
f. Fair housing activities conducted during FY 2025-26 in support of Action Plan priorities;
g. Community development activities conducted during FY 2025-26 in support of Consolidated Plan priorities.

A. OVERVIEW

The FY 2025-26 Action Plan was the first One-Year Action Plan component of a five-year strategy covering the period of FY 2025-2029. The Five-Year Consolidated Plan articulates the City's vision for enhancing the quality of life in Ontario by addressing housing and community development issues. The One-Year Action Plan identified specific activities conducted in support of the priorities and objectives originally presented in the Five-Year Consolidated Plan. A concise executive summary was included as an introduction to the Action Plan in order to increase understanding by civic leaders, other organizations, City residents, and others not familiar with the complexities of housing and community development issues.

The Action Plan was developed through a series of workshops, meetings, and public hearings with City staff from various departments involved in housing and community development, non-City organizations, Ontario residents, and the City Council. The funding allocation development process relied heavily on input from each of these stakeholders. Availability of funds was advertised in the local media, and application materials were designed and distributed with the intention of soliciting proposals for programs to implement the objectives and goals of the Consolidated Plan.

B. AVAILABLE RESOURCES

The goal of the annual Action Plan is the effective utilization of resources to meet housing and community development needs. The table on the following page identifies the various sources of funding available for housing and community development programs and projects.

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FUNDING SOURCE	ACTIVITIES FUNDED	PLANNED AMOUNT	ACTUAL AMOUNT AWARDED/ RECEIVED/ ON HAND (FY 2025-26)
Community Development Block Grant (CDBG)	Infrastructure improvements, code enforcement, housing rehabilitation, and social services.	$1,839,944	$1,839,944
CDBG Program Income	Infrastructure improvements, code enforcement, housing rehabilitation, and social services.	$0	$39,080
CDBG Rollover from prior years and reallocated funds	Infrastructure improvements, code enforcement, housing rehabilitation, and social services.	$380,382	$380,382
HOME Investment Partnership (HOME)	Housing construction, rehabilitation activities, homebuyer activities, and tenant based rental assistance.	$676,960	$676,960
HOME Program Income	Housing construction, rehabilitation activities, homebuyer activities, and tenant based rental assistance.	$0	$0
HOME Rollover from prior years and reallocated funds	Housing construction, rehabilitation activities, homebuyer activities, and tenant based rental assistance.	$0	$0
Emergency Solutions Grant (ESG)	Essential support services and operating expenses for homeless facilities and programs.	$159,530	$159,530
HOME Investment Partnership American Rescue Plan Program (HOME-ARP)	Housing construction, rehabilitation activities, homebuyer activities, and tenant based rental assistance.	$285,719	$285,719
	TOTAL	**$3,342,535**	**$3,381,615**

The narrative listed below discusses each funding source used to support programs and projects implemented during the period covered by this report.

Federal Housing and Community Development Funds: The City is entitled to receive funding from a variety of federal sources. During FY 2025-26, the City participated in the following federal programs:

- The Community Development Block Grant (CDBG) program which provided $1,839,944 for housing and community development programs, $39,080 was available from program income, and an additional $380,382 was available for programs from prior year funds;

- The HOME Investment Partnership program which provided $676,960 for housing-related activities, and an additional $0 was available from program income; and

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- The Emergency Solutions Grant (ESG) program which provided $159,530 for homeless facilities and programs; and

- The HOME Investment Partnerships American Rescue Plan (HOME-ARP) program which provided $285,719 for housing related activities.

CDBG and HOME Program Income: During FY 2025-26, the City received $39,080 in CDBG program income and $0 in HOME program income.

Leveraging Resources: The City pro-actively pursues leveraging opportunities to maximize funding available to implement housing and community development activities. Federal funds available through HUD have provided the City an opportunity to leverage other resources. Listed in the table below are total project budget or expenditure amounts for the programs and activities that leveraged public and private resources:

Program/Project	HUD Funds	Other Funds
FY 2024-25 Pavement Management Rehabilitation Project	$519,864	$1,363,973
FY 2024-25 Alley Rehabilitation Project	$190,000	$585,945
FY 2024-25 Street Light Installation Project	$181,830	$2,658
FY 2024-25 John Galvin Park Underground Conduit & Lights Replacement Project	$140,000	$83,985
FY 2025-26 Pavement Management Rehabilitation Project	$550,000	$1,169,022
FY 2025-26 Vineyard Avenue Pavement Rehabilitation Project	$668,770	$22,002
TOTAL	**$2,250,464**	**$3,227,585**

NOTE: Sections are divided by the following strategies: Housing Strategy, Homeless Strategy, Special Needs Strategy, Fair Housing Strategy, Lead Hazard Strategy, Community Development Strategy, and Economic Development Strategy. Please refer to the attached IDIS reports for statistical program performance information including demographic information.

C. HOUSING STRATEGY

This section is a discussion of the priorities and corresponding activities, which address various housing and housing-related issues.

Priority 1: Expand affordable rental housing opportunities, particularly for low-income persons.

Five-Year Objectives: The City of Ontario Housing Department will work with developers and subrecipients to expand affordable rental housing opportunities, particularly for low-income persons.

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Accomplishments: The City administered the HOME Tenant-Based Rental Assistance Program. The table on the following page identifies all programs and projects specifically designed to support this priority:

Program/Project	Type of Assistance	Expenses	Annual Goal	Annual Accomplishments
Tenant Based Rental Assistance Program	HOME	**$521,814**	8	A total of forty-one (41) households were assisted through this program during FY 2025-26. Seventeen (17) households had their TBRA certificates renewed, nineteen (19) households completed their TBRA program assistance, and five (5) households leased new units with assistance this year.
TOTAL		**$521,814**		

**Activities not mentioned within the One-Year Action Plan under this priority.*

TENANT BASED RENTAL ASSISTANCE PROGRAM

This program is designed to assist the most vulnerable and hardest to house chronically homeless individuals and families who are currently working with the City's Street Outreach Team, receiving services from an Ontario-funded homeless services provider.

A total of forty-one (41) households were assisted through this program during FY 2025-26. Seventeen (17) households had their TBRA certificates renewed, nineteen (19) households completed their TBRA assistance program, and five (5) households leased new units with assistance this year.

Priority 2: Create new, preserve, and rehabilitate existing rental and owner-occupied housing units.

Five-Year Objectives: The City will support the creation, preservation, and rehabilitation of suitable housing units, which are designed to both meet the needs of the community's renter and owner-occupied households and contribute to the revitalization of the City's neighborhoods.

Accomplishments: The City's housing investment plan (along with related programs and projects supporting this priority) targeted existing homeowners and renters. The City used CDBG to implement projects and programs under this strategy.

Within the FY 2025-26 One-Year Action Plan, the programs listed below were administered to support this priority:

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Program/Project	Type of Assistance	Expenses	Annual Goal	Annual Accomplishment
Community Improvement Team Program	CDBG	**$91,365**	300 Households	During FY 2025-26, the CIT team conducted 358 inspections, issued 231 notices and 46 citations, and closed 156 cases at 237 unique parcels within the target area.
	TOTAL	**$91,365**		

COMMUNITY IMPROVEMENT TEAM PROGRAM

The Community Improvement Team (CIT) consists of members of the City of Ontario Community Improvement Department who are trained at recognizing and abating health and safety code violations, building code violations, fire code violations, and various other state and federal regulations. The team can draw resources and assistance from other City Departments, such as the Ontario Fire Department, Police Department, and the City Attorney's Office, on an as-needed basis.

During FY 2025-26, the CIT team conducted 358 inspections, issued 231 notices and 46 citations, and closed 156 cases at 237 unique parcels within the target area.

D. HOMELESS STRATEGY

This section is a discussion of the priorities and corresponding activities which address homeless services.

Priority 1: Preserve and improve the supply of supportive housing and public services for the homeless and homelessness prevention services.

Five-Year Objective: The City will participate and support the efforts of local non-profit agencies that apply for funding to provide supportive housing and public services for homeless populations or those at risk for homelessness within the City.

Accomplishments: A comprehensive Continuum of Care (the "Continuum") was developed and approved during FY 2004-05. Over the last fifteen years, the City has maintained a full-service intake center, transitional housing beds, and permanent housing units in various locations for homeless individuals and families. In FY 2023-24, the City acquired a former hotel and began work to convert the site to a more comprehensive location for homeless response. The Ontario Wellness Center was opened in October 2025, offering emergency shelter, temporary housing, and service referrals to the Ontario homeless population.

The table below summarizes the funds expended and individuals assisted by the programs and projects implemented in support of these goals:

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Program/Project	Type of Assistance	Expenses	Annual Goal	Annual Accomplishments		
				Unduplicated	Duplicated	Total
Services for Victims of Domestic Violence and Their Children Program	CDBG	$15,000	1,200	40	207	247
Family Stabilization Program at Sova Program Center	CDBG ESG	$15,000 $27,000	3,000	2,521	90	2,511
Extreme Weather Motel Voucher Program	CDBG	$76,650	145	During FY 2025-26, a total of 124 persons received assistance through this program for a total of 1,044 bed nights.		
ESG Emergency Eviction Prevention Program (EEPP)	ESG	$120,195	15	In FY 2025-26 this program provided 42 Ontario households with short-term rental assistance at or below 30% of the AMI who are at risk of homelessness due to non-payment of rent.		
HOME-ARP Rental Assistance Program	HOME	$285,719	-	In FY 2025-2026 this program provided rental assistance to a total of 113 households at or below 50% of the AMI who were at risk of homelessness due to non-payment of rent.		
	TOTAL	**$539,564**				

SERVICES FOR BATTERED WOMEN AND THEIR CHILDREN PROGRAM

House of Ruth's shelter is a 30-bed, 24-hour emergency safe shelter, which provides shelter and support services to battered women and their children free of charge. Transportation, meals, clothing, and personal care items are included in the shelter stay. Individual and group counseling was provided for women and children. Workshops were held weekly covering such subjects as self-sufficiency, housing opportunities, and employment strategies. Support services and program materials were provided in English and Spanish.

During FY 2025-26, House of Ruth provided 40 unduplicated and 207 repeat Ontario residents assistance through this program. A total of 292 Ontario residents were provided additional services; 6 persons (6 adults) were assisted with shelter services, 136 persons (128 adults and 8 children) received counseling, 90 (83 female and 7 male) were provided with hotline services, 50 attended community education classes, and 10 Ontario residents were assisted with obtaining Temporary Restraining Orders.

FAMILY STABILIZATION PROGRAM AT SOVA PROGRAM CENTER

During FY 2025-26, 2,521 unduplicated homeless and economically disadvantaged households were assisted through this program. A total of 2,521 new and 90 repeat households were served during this reporting period. The Inland Valley Council of Churches (IVCC), dba Inland Valley

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Hope Partners operates this program. The SOVA Food Security Center helps low-income Ontario families maintain their health and avoid homelessness by providing emergency food assistance (fifteen-meal supply of nutritious food) and a wide range of supportive services for homeless individuals and families, and those at risk for homelessness.

EXTREME WEATHER MOTEL VOUCHER PROGRAM

In FY 2025-26, the City continued to operate 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.

During FY 2025-26, a total of 124 persons received assistance through this program for a total of 1,044 bed nights.

ESG EVICTION PREVENTION PROGRAM (EEPP)

In FY 2025-26, the City's Housing Services Department operated the ESG Eviction Prevention Program (EEPP) to prevent eviction and ensure the preservation of housing stability for extremely low-income renters who require temporary rent assistance to prevent eviction. EEPP provides short-term rental assistance to Ontario households at or below 30% of the AMI who are at risk of homelessness due to non-payment of rent.

During FY 2025-26, forty-two (42) households received emergency rental assistance through ESG Eviction Prevention Program (EEPP).

HOME-ARP RENTAL ASSISTANCE PROGRAM

In FY 2025-26, the City established the HOME-ARP Rent Program (HARP) to mitigate potential homelessness and displacement of existing Ontario residents experiencing housing instability. HARP enhances housing stability and minimizes the likelihood of eviction and homelessness among renters at or below 50% of the AMI through the provision of prospective and deferred rent payments to qualified Ontario households.

During FY 2025-26, HARP provided medium-term rental assistance to 113 households.

E. LEAD HAZARD STRATEGY

Priority 1: Reduce the number of housing units with lead paint hazards through education, inspection, and rehabilitation.

Five-Year Objective: The City of Ontario Housing Services Department will assist households with the appropriate lead paint inspection, testing and abatement.

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Accomplishments: The City of Ontario Housing Services Department informs residents of activities in any City-supported program involving the disruption of contaminated areas, which may involve the release of lead toxins. This policy applies regardless of whether or not there are children present in the household. Furthermore, City staff also monitors industry studies and reports that clarify the risks of exposure to lead based paint and methods to mitigate the impact.

All lead-based paint education, testing, and abatement are incorporated into the statistics as discussed in the Housing Strategy Section. The City does not track separately the numbers of lead-based paint abatement and testing.

F. 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: During FY 2025-26, the City entered into a contract for Fair Housing Services with an eligible provider. At the end of the contract term the provider canceled the contract and notified the City they were terminating the partnership and would not submit for reimbursement. The City will develop a Request for Proposal (RFP) to solicit a new provider in FY 2026-27.

FAIR HOUSING AND MEDIATION SERVICES PROGRAM

The City is developing a Request for Proposal (RFP) to solicit a new Fair Housing provider.

G. COMMUNITY DEVELOPMENT STRATEGY

This section is a discussion of the priorities and corresponding activities, which address various community development and public service activities.

Priority 1: Provide for needed public infrastructure improvements in target lower and moderate-income neighborhoods.

Five-Year Objectives: The City will provide funds strategically to infrastructure projects that benefit low- to moderate-income areas and, where possible, coordinate with other programs for a targeted impact to neighborhoods.

Please note, unlike the other strategies, most of the Community Development goals do not have annual goals, rather the goal is the completion of the project. Therefore, the annual goal column has been deleted from the accomplishment table.

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Accomplishments: The City concentrated on infrastructure projects to improve the condition of low-income neighborhoods and increase the quality of parks and recreation facilities. The table below indicates the programs and projects implemented during FY 2025-26:

Program/Project	Source of Assistance	Expenses	Accomplishments
FY 2024-25 Pavement Management Rehabilitation Project	CDBG Gas Tax Measure I SB 1 **Subtotal**	$519,864 $342,000 $650,000 $371,973 **$1,883,837**	During FY 2025–26, the contractor completed the remaining punch-list items, with no additional major construction activities occurring during the reporting period. Ongoing project activities consist of finalizing grant and project closeout documentation. Upon completion of the required closeout documentation, the project will be formally closed.
FY 2024-25 Alley Pavement Management Project	CDBG Other Funds **Subtotal**	$190,000 $585,945 **$775,945**	During FY 2025–26, project activities consisted of the completing remaining punch-list items and finalizing grant and project closeout documentation. This project has been formally closed as of February 2026.
FY 2024-25 Street Light Installation Project	CDBG Other Funds **Subtotal**	$181, 830 $2,658 **$184,488**	During FY 2025-26 the Street Light Installation Project was successfully completed. The installation of seventeen (17) new street lights with LED fixtures enhance visibility and improve safety in the neighborhood.
FY 2025-26 Pavement Management Rehabilitation Project	CDBG Gas Tax Measure I SB 1 **Subtotal**	$550,000 $616,849 $342,000 $210,173 **$1,719,022**	During FY 2025–26, the project was bid in January 2026, and a construction contract was awarded to Pavement Rehab Company in April 2026. Construction began in May 2026 and was completed in July 2026. The project is currently in the process of completing remaining punch-list items and finalizing grant and project closeout documentation.
FY 2025-26 Vineyard Avenue Pavement Rehabilitation Project	CDBG Other Funds **Subtotal**	$668,770 $22,002 **$690,772**	During FY 2025–26, the project was bid in November 2025, and a construction contract was awarded to Hardy & Harper, Inc. in February 2026. Construction began in April 2026 and was completed in June 2026. The project is currently in the process of completing remaining punch-list items and finalizing grant and project closeout documentation.
	TOTAL	**$5,254,064**	

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FY 2024-25 PAVEMENT MANAGEMENT REHABILITATION PROJECT

The 2024 Street Maintenance Slurry Seal, Cape Seal, and CDBG Pavement Management Rehabilitation project provided pavement maintenance and new concrete improvements in eligible low- and moderate-income areas throughout the City of Ontario. Pavement improvements included Cape Seal treatments to extend the useful service life of existing asphalt concrete pavement by approximately ten years. Concrete improvements included curb and gutter and curb ramp improvements, which improved roadway drainage and pedestrian accessibility. The project achieved substantial completion in January 2025.

During FY 2025–26, the contractor completed the remaining punch-list items, with no additional major construction activities occurring during the reporting period. Ongoing project activities consist of finalizing grant and project closeout documentation. Upon completion of the required closeout documentation, the project will be formally closed.

FY 2024-25 ALLEY PAVEMENT MANAGEMENT PROJECT

The 2025 Spring Alley CDBG Pavement Rehabilitation Project provided major alley improvements in low and moderate-income areas that will extend the useful life of the alley surface for 20 to 30 years. Improvements included the complete removal and replacement of the asphalt surface, installation of concrete ribbon gutter to guide surface water off of the alley surface. Additionally, new alley drive approaches were constructed. It is estimated that 96 residential parcels will benefit from these alley improvements. The project achieved substantial completion in June 2025.

During FY 2025–26, project activities consisted of the completing of remaining punch-list items and finalizing grant and project closeout documentation. This project has been formally closed as of February 2026.

FY 2024-25 STREET LIGHT INSTALLATION PROJECT

The FY 2024-25 CDBG and CIP Street Light Installation Project is anticipated to be successfully completed by December 2025. The installation of seventeen (17) new street lights with LED fixtures will enhance visibility and improve safety in the neighborhood. The contract was awarded in June 2025 to Outsource Utility Contractor, LLC. Construction is estimated to be completed in December of 2025.

During FY 2025-26 the Street Light Installation Project was successfully completed. The installation of seventeen (17) new street lights with LED fixtures enhance visibility and improve

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safety in the neighborhood.

FY 2025-26 PAVEMENT MANAGEMENT REHABILITATION PROJECT

The 2026 Spring CBDG Maintenance Slurry Seal and Pavement Management Project provided pavement maintenance and new concrete improvements in eligible low- and moderate-income areas throughout the City of Ontario. Pavement improvements included Type II Emulsion Slurry Seal treatments to extend the useful service life of existing asphalt concrete pavement by approximately five years. Concrete improvements included new curb and gutter, sidewalk, and curb ramp improvements, which improved roadway drainage conditions and pedestrian accessibility. The project achieved substantial completion in July 2026.

During FY 2025–26, the project was bid in January 2026, and a construction contract was awarded to Pavement Rehab Company in April 2026. Construction began in May 2026 and was completed in July 2026. The project is currently in the process of completing remaining punch-list items and finalizing grant and project closeout documentation.

FY 2025-26 VINEYARD AVENUE PAVEMENT REHABILITATION PROJECT

The project provided FY 2025-26 Vineyard Pavement Rehabilitation Project for major alley improvements in low and moderate-income areas that will extend the useful life of the alley surface for 20 to 30 years.

The Project included the complete removal and replacement of the asphalt surface. A concrete ribbon gutter was constructed to guide surface water off of the alley surface. Previously, the alleys had very poor drainage which allows for standing water to create damage. Additionally, new alley drive approaches were constructed. The location of the alleys improved were located: (1) south of Belmont St. and north of Phillips St. between Oakland Ave. and Bonita Ct., (2) west of Euclid Ave. and east of Palm Ave. between Blue Jay Way and Walnut St. and (3) south of Sunkist St. and north of Nevada St. between Lemon Ave. and the Railroad. It is estimated that 96 residential parcels will benefit from these alley improvements.

Priority 2: Provide for new community facilities and improve the quality of existing community facilities to serve lower- and moderate-income neighborhoods.

Five-Year Objectives: Within five years, the City will fund park enhancements and community facility improvements as funding permits.

Please note, unlike the other strategies, most of the Community Development goals do not have annual goals, rather the goal is the completion of the project. Therefore, the annual goal column has been deleted from the accomplishment table.

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Accomplishments: The City completed improvements in one park and continues to plan work to improve parks and community facilities. The table below indicates the programs and projects implemented during FY 2025-26:

Program/Project	Source of Assistance	Expenses	Accomplishments
FY 2024-2025 John Galvin Park Underground Light Conduit Project	CDBG Other Funds **Subtotal**	$140,000 $83,985 **$223,985**	Park lighting infrastructure was undergrounded, twelve new lights were installed, and twelve existing lights were upgraded. Construction was completed in December 2026.
	TOTAL	**$223,985**	

FY 2024-25 JOHN GALVIN PARK UNDERGROUND LIGHT CONDUIT PROJECT

John Galvin Park has two (2) lighting standards that are in need of replacement. Additionally, Staff identified various locations throughout the park where additional lighting is needed and where existing lighting can be upgraded to increase visibility in the area. Utilizing CDBG funding to purchase new lighting fixtures will better illuminate the park for the community it serves.

During FY 2025-26, park lighting infrastructure was undergrounded, twelve (12) new lights were installed, and twelve (12) existing lights were upgraded. Construction was completed in December 2026.

Priority 3: Expand the City's economic base and promote greater employment opportunities.

Five-Year Objectives: The City will support programs to support local businesses and promote more employment opportunities for low- to moderate-income persons.
Accomplishments: Downtown Ontario has undergone significant revitalization, which introduced new "urban" housing types and community space. The primary objective was to develop high quality mixed-use housing developments consisting of market rate and affordable multi-family (for-sale and rental), senior housing, and retail. Components of this revitalization are planned for future development pending identification of funding sources for these projects.

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Program/Project	Type of Assistance	Expenses	Annual Goal	Annual Accomplishments
Downtown Storefront Façade Improvement Program	CDBG	**$12,395**	1 business	During FY 2025-26, the Downtown Storefront Façade Improvement Program supported one business. The total assistance amounted to $12,395, which was utilized for a range of facade improvements, including the installation of paint, stucco repair, new windows/doors and awnings. These enhancements have contributed to the aesthetic and functional improvement of our local business community in the Downtown.
	TOTAL	**$12,395**		

DOWNTOWN STOREFRONT FAÇADE IMPROVEMENT PROGRAM

During FY 2019-20, as part of the City's continuous efforts to revitalize the Historic Downtown Area, the Economic Development Department put together the CDBG-funded Downtown Storefront Façade Improvement Program. This program provides a financial incentive for property owners and tenants to renovate commercial building façades within the City's downtown area by providing a 1:1 match of the amount put into the renovation by the tenant up to $25,000. Eligible improvements include the removal of old signs and awnings, exterior painting, repair and replacement of exterior siding, installation of new doors to meet ADA accessibility requirements, the installation of anti-graffiti display windows, installation of canvas awnings, and the installation of permanent hard landscaping.

During FY 2025-26, the Downtown Storefront Façade Improvement Program supported one business. The total assistance amounted to $12,395, which was utilized for a range of facade improvements, including installation of paint, stucco repair, new windows/doors and awnings. These enhancements have contributed to the aesthetic and functional improvement of our local business community in the Downtown.

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III. HOMELESS SERVICES

This section contains the following elements:

A. An overview of homeless issues
B. Gaps in Homeless Care
C. Resource Leveraging
D. ESG Match Requirements

A. HOMELESS ISSUES OVERVIEW

The City supported 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. Each activity was specifically selected for funding through CDBG, HOME, and ESG programs to address steps along the Continuum of Care.

This region has number of organizations which serve both the general homeless population and specific special segments within the homeless community. In developing the funding allocations, the City supported a diverse selection of providers and cultivated cooperation among those groups in the delivery of their services.

City's homelessness efforts to address homelessness.

- Permanent Housing Units – a total of 85 affordable housing units were acquired and rehabilitated to be used as part of the Continuum. These units are at the following locations: 307-309-311 West Francis Street (15 units), 411/412 North Parkside Avenue (15 units), 209 North Begonia Avenue (4 units), 216 North Begonia Avenue (4 units), 217 North Begonia Avenue (4 units), 222 North Begonia Avenue (4 units), 223 North Begonia Avenue (4 units), 228 North Begonia Avenue (4 units), 231 North Begonia Avenue (4 units), 305 North Begonia Avenue (4 units), 517-521-525 Virginia Avenue (9 units), 520-526 ½ West Vesta St. (6 units), 1164 Vesta Street (4 units), and 1165 Hollowell Street (4 units). These units provide a range of affordability levels for tenants.

- Emergency Weather Motel Voucher Program - The City will issue motel vouchers to qualifying individuals and families experiencing homelessness during extreme weather activations. The program will provide an opportunity to connect recipients to homeless services offered by the Continuum of Care.

- City of Ontario Outreach Program – The City has established an outreach team who work to directly connect homeless individuals and families within the City limits to available homeless services.

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The City of Ontario also works in conjunction with the San Bernardino County Continuum of Care. Ontario staff are active participants in the San Bernardino County Homeless Provider Network's West Valley Regional Steering Committee and on its Homeless Strategic Plan steering committee.

B. GAPS IN HOMELESS CARE

Homeless individuals and families participating in Project Gateway can rent an apartment unit within the Continuum of Care permanent housing inventory and are provided with a range of supportive services through Step Up on Second and the County of San Bernardino Department of Behavioral Health. Up to 12 units are available within the permanent housing units that have been acquired as part of Ontario's Homeless Continuum of Care.

C. RESOURCE LEVERAGING

Homeless and near homeless persons in Ontario experience a variety of mental, physical, and economic challenges. The strategy for addressing the needs of this population includes supporting a diverse set of programs and projects from a variety of funding sources. While the City's ESG program is designed for homeless activities, CDBG and local resources are also employed to augment these funds.

D. ESG MATCH REQUIREMENTS

Federal Emergency Solutions Grant regulations require organizations receiving ESG funds to match their allocation with funds from other sources. The table below identifies each organization and program allocated ESG funds, the amount of the allocation, and the sources and types of matching resources used during this reporting period:

Program/Project	Source of Assistance	Expenses	Match Amount		Match Source
City of Ontario ESG Eviction Prevention Program	ESG	$120,195	$120,195 **$120,195**	 **Total**	Local Funds
	TOTAL	**$120,195**	**$120,195**		

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IV. HOME-FUNDED HOUSING ACTIVITIES

NOTE: This section primarily focuses on HOME-funded activities. These activities are also discussed in the Housing Strategy Section. Please refer to the housing priorities and accomplishments for a discussion of additional housing related issues.

This section contains the following elements:

HOME-Funded Activities
A. HOME Match Requirements
B. HOME Inspections and Monitoring

A. HOME-FUNDED ACTIVITIES

HOME funds may be used for a variety of programs and projects to increase the supply and quality of affordable housing. The City participates in the HOME program by using these funds for affordable residential rehabilitation projects and to support Community Housing Development Organizations. Qualitative assessments and analyses are presented for each of the topics listed below:

1. HOME-funded program performance in terms of the Consolidated Plan and Action Plan
2. Community Housing Development Organizations
3. Affirmative marketing and minority outreach

The narrative portions of this section are augmented by additional standard HUD reports.

1. Consolidated Plan and Action Plan

The City is required to assess the success of HOME activities in achieving the objectives identified in the Five-Year Consolidated Plan. An analysis of the distribution of HOME funds among the Consolidated Plan's several categories of housing needs is also required. Three affordable housing objectives were presented in the Consolidated Plan's five-year strategy:

1. Expand affordable rental housing opportunities, particularly for low-income persons;
2. Create new, preserve, and rehabilitate existing rental and owner-occupied housing units; and
3. Increase affordable homeownership opportunities, particularly for low- and moderate-income persons.

The Consolidated Plan identified rental households earning less than 50 percent of the area median income (AMI) as experiencing the greatest number of problems. Very low-income renters experience significantly higher incidences of housing problems. According to HUD provided 2017-21 CHAS data, 49.53% of renter-occupied households earning less than 50% of AMI experience one or more housing problems. To address this problem, the City implemented the following projects:

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The needs analysis presented in the Consolidated Plan also identified: (1) over payment for housing and (2) deteriorating housing quality as two issues impacting the supply of owner-occupied units. Specifically, the Consolidated Plan suggested providing assistance with home repairs as a method for addressing the negative impacts of over payment since homeowners could not afford to maintain their units.

The following activities were funded with HOME resources during the reporting period:

HOME General Administration - The City expended $67,696 of HOME administrative funds and $16,259 of HOME-ARP administrative funds for administrative costs associated with the implementation of HOME programs and activities.

1. Affirmative Marketing and Minority Outreach

Pursuant to HUD regulations, each participating jurisdiction is required to adopt affirmative marketing procedures and requirements for housing projects containing five or more HOME-assisted housing units. During FY 2025-26, the property management companies of projects containing five or more housing units assisted with HOME funds complied with the affirmative marketing and minority outreach plan.

Currently, the projects that trigger affirmative marketing procedures are Mountain View Senior Apartments – Phases I and II, City Center Senior Apartments, Palm Terrace I and II (formerly Ontario Senior Housing/D Street Housing), Guadalupe Residence (411 and 412 N. Parkside Ave.), and Francis Street Apartments. Mountain View Senior Apartments – Phase I has 11 rental units that have been assisted utilizing HOME funds. Mountain View Senior Apartments – Phase II has 11 rental units that have been assisted utilizing HOME funds. Palm Terrace I (formerly Ontario Senior Housing) has 90 rental units that have been assisted utilizing HOME funds. Palm Terrace II (formerly D Street Senior Housing) has 47 rental units that have been assisted utilizing HOME funds. The City Center Senior Apartments has 11 rental units that have been assisted utilizing HOME funds. Guadalupe Residence (411 and 412 North Parkside Avenue) has 14 units that have been assisted utilizing HOME funds. The Francis Street Apartments have 10 units that have been assisted utilizing HOME funds.

Although not required by HOME regulations, the Ontario Housing Authority has opted to apply affirmative marketing policies to the HOME-assisted properties at 217, 222, 223, 228, 231, and 305 North Begonia Avenue. These individual four-unit properties on Begonia Avenue (217, 222, 223, 228, 231, and 305) have a total of 16 rental units that have been assisted utilizing HOME funds.

The City continues to monitor all projects that trigger affirmative marketing procedures. The ethnic breakdown of the persons in occupied units for all projects is listed in the following table:

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Race/Ethnicity ***(information limited to households at or below 80% of median income)***	**# Total**	**# Hispanic**
White	215	170
Black/African American	46	0
Asian	76	1
American Indian/Alaskan Native	2	2
Native Hawaiian/Other Pacific Islander	4	0
American Indian/Alaskan Native & White	0	0
Asian & White	0	0
Black/African American & White	1	0
American Indian/Alaskan Native & Black/African American	0	0
Other Multi-Racial	92	75
TOTAL	**436**	**248**

In addition, minority-owned businesses (MBE) and women-owned businesses (WBE) are encouraged to participate in HOME funded projects. The City updates and distributes contractor materials to promote contractor interest.

No construction contracts utilizing HOME funds were awarded by the City of Ontario during FY 2025-26.

B. HOME MATCH REQUIREMENTS

HOME regulations require participating jurisdictions (PJs) to provide match in an amount equal to but not less than 25 percent of the total HOME funds drawn down for project costs. HOME match is a permanent contribution to affordable housing efforts. In accordance with 24 CFR 92.222 of the HOME Program Regulations, HUD granted the City a match reduction for HOME funds because the City had been designated as a fiscally distressed community. The City received a 100% reduction of match for the following fiscal years: FY 2003-04, 2004-05, 2005-06, 2006-07, 2007-08, 2008-09, 2009-10, 2010-11, and 2011-12. The City received a 50% reduction of match for FY 2012-13, 2013-14, 2014-15, 2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2023-24, and FY 2024-25.

During the Federal Fiscal Year, $2,091,993.84 HOME funds were drawn down. Of that, $1,648,012.02 requires a match from the City. The match liability amount for FY 2025-26 is $206,001.50.

As reported in the FY 2024-25 CAPER, the City had an excess HOME match that was carried over to FY 2025-26 in the amount of $370,080.04. The table below identifies the excess match from the prior fiscal year, current match contribution, total match available, match liability for the current fiscal year, and excess match carried over to the next fiscal year.

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Fiscal Year Summary (FY 2025-26)	Match Amount
Excess Match from Prior Federal Fiscal Year	$370,080.04
Match Contribution During Current Federal Fiscal Year	$0
Total Match Available for Current Federal Fiscal Year	$370,080.04
Match Liability for Current Federal Fiscal Year	$206,001.50
Excess Match Carried Over to Next Federal Fiscal Year	$164,078.54

C. HOME INSPECTIONS AND MONITORING

During FY 2025-26, the City continued the performance of inspections and monitoring of previously funded HOME projects. The following is a summary of projects that were required to be inspected based on the requirements of Section 92.504(d) and the status of the monitoring review:

- Palm Terrace I – Inspections and monitoring completed in August 19, 2025. There are no outstanding deficiencies.

- Palm Terrace II - Inspections and monitoring completed in August 19, 2025. There are no outstanding deficiencies.

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V. PROGRAM REQUIREMENTS

This section is an analysis of the City's capacity to implement federally funded housing and community development programs and projects. There were three types of program administration activities conducted during this period. This analysis will be organized around each of these activities.

A. PLANNING

The planning activities for FY 2025-26 began in January 2026. Starting the process early provided time for workshops, meetings, hearings, and opportunities for public participation. A community forum/public hearing was conducted to obtain public input on the plan and proposed projects. The plan was prepared and drafts were made available for public review for 30 days. On May 7, 2026, the City Council approved the FY 2025-26 One-Year Action Plan and directed staff to send the final plan to HUD for review and approval.

The programs selected to receive allocations of CDBG, ESG, and HOME funds each supported a HUD-defined national objective and met the regulatory requirements for eligibility. Additionally, these programs served low-income persons, sought to eliminate blighting conditions, and provided economic opportunities for Ontario residents.

During the Action Plan preparation process, City staff met or exceeded all regulatory requirements for public participation. Please refer to the following table for the dates and activities during the preparation of the FY 2025-26 One-Year Action Plan:

Date	Activity
January 1, 2025, and January 10, 2025	Legal ad for Public Hearing on January 16, 2025
March 21, 2025 and March 28, 2025	Published legal ad in Daily Bulletin – Public Hearing/Community Forum to be held on April 3, 2025
April 3, 2025	Public Hearing/Community Meeting
April 14, 2025	Published legal ad – Notice of 30 day Public Review for FY 2025-26 One Year Action Plan
April 14, 2025 – May 13, 2025	Public Review period
May 20, 2025	City Council approval of the FY 2025-26 One Year Action Plan

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B. ADMINISTRATION

During FY 2025-26, the City expended $309,529 to administer the CDBG program, $67,696 to administer the HOME Program, and $16,259 to administer the HOME-ARP program.

The administration activities conducted during this period included preparing environmental review materials, preparing and executing contracts with non-City subrecipients, preparing and executing Memorandums of Understanding with City subrecipients, and monitoring program performance. Prior to the execution of contracts and drawing down funds for any new project, City staff conducted detailed analysis regarding any potential environmental impacts from federally funded projects. This analysis is prepared in compliance with federal regulations and documentation for each project is kept on file. In some cases, additional review and specific requests for funding releases were required. In these instances, staff ensured that the proper notifications were published in the local newspapers and additional certifications are sent to HUD for review and approval. Contracts with non-City subrecipients are prepared in accordance with federal requirements. Specific language regarding scope of services, payment, procurement, non-discrimination, and progress reporting, along with other requirements were included in each contract.

During FY 2025-26, subrecipients submitted monthly progress reports and requests for reimbursement. These reports included statistical information on the number and types of clients served, and narrative sections describing the activities conducted. City staff reviewed each report to ensure the timely implementation of the subrecipient's program. Subrecipients were also required to document expenditures for which they sought reimbursement. City departments conducting federally funded activities also submitted progress reports.

City staff continued its field monitoring of subrecipients during FY 2025-26. The City's monitoring process was developed in conjunction with the City's internal audit division to ensure compliance with City and federal OMB regulations. Field monitoring materials were designed to satisfy federal requirements. Results from the field auditing showed that the subrecipients complied with HUD regulations and implemented their respective programs in a timely and effective manner. The administrative process developed by City staff to chart the progress of each program and ensure regulatory compliance provided effective accounting of CDBG, ESG, and HOME resources, and their use supporting programs which addressed housing and community development needs.

C. REPORTING

Reporting activities were conducted throughout FY 2025-26 and concluded with the preparation of the CAPER. The single most important issue related to program reporting was the continued implementation of the Integrated Disbursement and Information System (IDIS). During FY 2025-26, City staff used IDIS and SAGE HMIS systems to document the performance and submit required reports of each active project funded through the CDBG, ESG, and HOME programs. Performance information was loaded into IDIS on a regular basis throughout the year. At the end

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of FY 2025-26, final program statistics and narratives illustrating accomplishments were entered into the system. This information was based on monthly reports submitted by each subrecipient and additional information submitted by City departments.

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VI. OVERALL ASSESSMENT

The City has been able to achieve many of its short and long-term housing and community development goals during FY 2025-26. These efforts are reflected in the creation and implementation of pro-active programs and projects designed to increase the availability of affordable housing, provide for important infrastructure improvements, and expand the capabilities of public service programs and projects.

This section will assess the City's performance in addressing the priorities, needs, goals, and specific objectives identified in the Consolidated Plan. For this reporting period, the City effectively and efficiently acted in accordance with the housing and community development priorities and goals of the Five-Year Strategy. In terms of addressing the issues illustrated in each Action Plan priority, the City offers the following performance assessments:

A. HOUSING STRATEGY

Priority 1: Expand affordable rental housing opportunities, particularly for low-income persons.

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 program.

The accomplishments listed below reflect the units created at project completion for the projects designed to meet the five-year goals:

Program/Activity	25-26	26-27	27-28	28-29	29-30	TOTAL
Tenant Based Rental Assistance Program	41					**41**
TOTAL	**41**					**41**

Priority 2: Create new, preserve and rehabilitate existing rental and owner-occupied housing units.

The housing programs and projects conducted in support of this priority reflect a continuing effort to address the affordable housing needs of Ontario residents and preserve the existing stock of affordable housing. Each example demonstrates a long-term commitment to addressing this priority and serving a diverse spectrum of both owner-occupants and renters.

Program/Activity	Five Year Goals	25-26	26-27	27-28	28-29	29-30	TOTAL
Community Improvement Team	300	358	0				**358**
SUBTOTAL	**300**	**358**	**0**	**0**	**0**	0	**358**

B. HOMELESS STRATEGY

Priority 1: Preserve and improve the supply of supportive housing and public services for the homeless and homelessness prevention services.

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The City established a five-year goal of assisting 19,885 homeless families and individuals from July 1, 2025 – June 30, 2029 through private non-profit service providers funded by the City. To meet this goal, the City provided funds to non-profit organizations serving the homeless. The table below illustrates the accomplishments of these agencies in serving the homeless:

Program/Activity	Five Year Goals	25-26	26-27	27-28	28-29	29-30	TOTAL
Services for Victims of Domestic Violence and Their Children	1,200	247					**247**
Family Stabilization Program at Sova Program Center	3,000	2,511					**2,511**
Extreme Weather Motel Voucher Program	145	128					**128**
ESG Emergency Prevention Program	15	35					**35**
TOTAL	**2,660**	**2,921**					**2,921**

C. COMMUNITY DEVELOPMENT STRATEGY

Please note, unlike the other strategies, most of the Community Development goals do not have annual goals, rather the goal is the completion of the project. Therefore, Priority 1, 2, and 3 are not discussed in this section since these priorities in general do not have annual goals.

Priority 3: Improve public service programs available to serve lower- and moderate-income residents.

The City implemented and funded a variety of public service activities to improve the condition of low-income neighborhoods and increase the quality of life throughout the City.

D. INCOME DISTRIBUTION OF PARTICIPANTS

As part of the City's evaluation of the delivery of affordable housing programs and services, the number of extremely low-income, low-income, and moderate-income renter and owner households assisted during the reporting period is examined. In the table below is the income breakdown of the unduplicated persons served through affordable housing. It is important to note that many programs do not keep statistics regarding the number of extremely low- income persons served.

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Program/Activity	Five Year Goals	25-26	26-27	27-28	28-29	29-30	TOTAL
Services for Victims of Domestic Violence and Their Children	1,200	247					**247**
Family Stabilization Program at Sova Program Center	3,000	2,511					**2,511**
Extreme Weather Motel Voucher Program	145	128					**128**
ESG Emergency Prevention Protection Program	15	35					**35**
TOTAL	**2,660**	**2,921**					**2,921**

E TIMELINESS

The City did not comply with the timeliness requirement of 1.5 before April 30, 2026. The City is working in partnership with HUD to ensure future timeliness.

To facilitate the City's annual compliance with the timeliness requirement, the City continually monitors the progress of all projects.

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VII. OTHER ACTIONS UNDERTAKEN

A. ANTI-DISPLACEMENT STRATEGY

The City attempts to minimize displacement of all CDBG, HOME, and ESG funded activities.

To minimize the impact of displacement, the City contracts with relocation firms to assist households and businesses, as needed. The relocation consultants prepare relocation plans and information notices. In addition, the consultants assist households and businesses in relocating to a new site that will accommodate their needs and preferences. Assistance includes referrals, transportation, and financial assistance.

The City followed its residential anti-displacement and relocation assistance plan in connection with activities assisted with funding under the CDBG or HOME programs. This plan complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. During this reporting period, the one-for-one replacement requirement was not triggered.

B. INSTITUTIONAL STRUCTURE AND INTERGOVERNMENTAL COOPERATION

The City continued working with various County departments and local nonprofit organizations in addressing identified housing needs. Many examples of intergovernmental cooperation are documented within this report. The City also provided certifications for consistency for agencies applying for additional HUD funds as appropriate.

C. ANTI-POVERTY STRATEGY

The City included an anti-poverty strategy within the FY 2025-29 Consolidated Plan. The City continues to aggressively implement programs and activities, which will generate jobs and tax revenue to reduce the number of Ontario residents below the poverty level.

D. EFFORTS TO ADDRESS OBSTACLES TO MEETING UNDERSERVED NEEDS

The City has taken several steps to address obstacles to meeting underserved needs. Program brochures are translated into Spanish and translation services are provided. Staff regularly attends community events to promote City programs to the community and non-profit organizations that serve low- and moderate-income populations.

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VIII. ADDITIONAL CDBG REQUIRED NARRATIVES

A. ASSESSMENT OF THE RELATIONSHIP OF CDBG FUNDS

The City utilized the CDBG funds to address high priority needs/objectives identified in the Consolidated Plan.

Overall, 100% of CDBG expenditures were used to benefit low- and moderate-income households.

B. CDBG LOANS AND OTHER RECEIVABLES

The current principal balance of the CDBG loans outstanding as of June 30, 2026 was $865,725.14. The City had no float funded activities. The City had no parcels acquired or improved with CDBG funds that were available for sale during FY 2025-26. Finally, the City had no lump sum agreements during FY 2025-26.

IX. PUBLIC REVIEW AND COMMENTS

The FY 2025-26 CAPER was available for public review from August 28, 2026, through September 15, 2026. In addition, a public hearing was conducted on September 16, 2026, to receive public comments regarding the FY 2025-26 CAPER.

X. HUD REPORTS

In accordance with HUD regulations, the City has prepared and made available for public review the following reports generated by the Integrated Disbursement and Information System. These reports are presented as attachments to the CAPER.

1. **Summary of Activities (C04PR03) –** lists each CDBG activity, which was open during a program year. For each activity, the report shows the status, accomplishments, program year narrative and program year expenditures. For each activity, the report also shows the activity code, regulation cite and characteristics of the beneficiaries.

2. **CDBG Financial Summary Report (C04PR26) –** shows the commitment of funds and expenditures the grantee has made for a specified program year. The expenditures are summarized to determine the relevant indicators for planning/administration, public service activities, and economic development. This report also contains program year information on meeting HUD's statutory requirements of serving low- and moderate-income households.

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HOME REPORTS

3. **Status of HOME Activities (C04PR22) –** provides status of HOME activities for all fiscal years. This report shows funds committed to each activity and disbursed dollar amounts.

4. **Status of HOME Grants (C04PR27) –** provides a status of HOME grants for each fiscal year.

5. **HOME Match Report (HUD-40107-A) –** provides match contribution information for Fiscal Year 2025-26.

6. **HOME Annual Performance Report (HUD-40107) –** provides Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) contracting information for Fiscal Year 2025-26. In addition, this report provides information on HOME program income received during the reporting period.

ESG REPORTS

7. **ESG CAPER Report –** provides information on performance measures for ESG funded activities.

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CITY OF ONTARIO

Consolidated Annual Performance and Evaluation Report Fiscal Year 2025-26

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Notice ID:	IAO6rc68c1KQTjqUXZq7
Invoice Text:	NOTICE OF PUBLIC HEARING CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR FY 2025-26 NOTICE IS HEREBY GIVEN that a public hearing will be held before the City Council at the City of Ontario Council Chambers, 303 East “B” Street, Ontario, CA, at 6:30 p.m., or as soon thereafter as the matter can be heard, on Tuesday, September 15, 2026, to consider the Consolidated Annual Performance and Evaluation Report (CAPER) for Fiscal Year 2025-26. This report is based on funding from the U.S. Department of Housing and Urban Development (HUD) for the following programs: Community Development Block Grant, HOME Investment Partnership, and Emergency Solutions Grant. Written comments may be submitted to the City Clerk prior to the hearing date, or persons may present oral comments in support or opposition at the time of the hearing. If you challenge any portion of this project 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 Clerk at or prior to the public hearing. ALL PERSONS INTERESTED are invited to be present. In accordance with the Americans with Disabilities Act, services are available to members of our community who require special assistance to participate in public meetings. Translation services are also available to those who require them. If you require special assistance, notification of 48 hours prior to the meeting will help the City make reasonable arrangements. Equipment for the hearing impaired is available in the Records Management Office. Please contact the City Clerk's Office at (909) 395-2009 for more information. Questions regarding the draft Consolidated Annual Performance and

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Ontario, California 91764

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of San Bernardino

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of Daily Bulletin-SB, a newspaper of general circulation, printed and published in the City of Ontario*, County of San Bernardino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of San Bernardino, State of California, under the date of June 15, 1945, Decree No. Pomo C-606. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wt:

08/31/2026

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Ontario, California

On this 31st day of August, 2026.

Eva Almeida
Signature

*Daily Bulletin-SB circulation includes the following cities: Ontario, Rancho Cucamonga, Upland

NOTICE OF PUBLIC HEARING CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR FY 2024-25

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City Council at the City of Ontario Council Chambers, 303 East "B" Street, Ontario, CA, at 6:30 p.m., or as soon thereafter as the matter can be heard, on Tuesday, September 16, 2025, to consider the Consolidated Annual Performance and Evaluation Report (CAPER) for Fiscal Year 2024-25. This report is based on funding from the U.S. Department of Housing and Urban Development (HUD) for the following programs: Community Development Block Grant, HOME Investment Partnership, and Emergency Solutions Grant.

Written comments may be submitted to the City Clerk prior to the hearing date, or persons may present oral comments in support or opposition at the time of the hearing. If you challenge any portion of this project 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 Clerk at or prior to the public hearing.

ALL PERSONS INTERESTED are invited to be present.

In accordance with the Americans with Disabilities Act, services are available to members of our community who require special assistance to participate in public meetings. Translation services are also available to those who require them. If you require special assistance, notification of 48 hours prior to the meeting will help the City make reasonable arrangements. Equipment for the hearing impaired is available in the Records Management Office. Please contact the City Clerk's Office at (909) 395-2009 for more information.

Questions regarding the draft Consolidated Annual Performance and Evaluation Report for the 2024-25 Program Year may be addressed to the following:

Kaela Fengler, Project Coordinator
Ontario Housing Services Department
208 West Emporia Street.
Ontario, CA 91762

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(909) 987-6397
ealmeida@scng.com

City of Ontario
303 East B Street
Ontario, California 91764

Account Number:	5028333
Ad Order Number:	0011752256
Customer's Reference/PO Number:	
Publication:	Daily Bulletin-SB
Publication Dates:	08/28/2026
Total Amount:	$608.48
Payment Amount:	$0.00
Amount Due:	$608.48
Notice ID:	eJ7xiomf0FIgyo950Vso
Invoice Text:	NOTICE OF AVAILABILITY FOR PUBLIC REVIEW AND COMMENT CITY OF ONTARIO DRAFT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE 2025-26 PROGRAM YEAR NOTICE IS HEREBY GIVEN pursuant to the provisions of 24 CFR Part 91, Section 91.105 of the U.S. Department of Housing and Urban Development (HUD) Community Planning and Development (CPD) Programs, that the City of Ontario has completed and made available for public review and comment the City of Ontario Draft Consolidated Annual Performance and Evaluation Report (CAPER) for the 2025-26 Program Year. This report contains assessments by the City on the use of CDBG, HOME, and ESG funds within the City of Ontario. Copies of the draft CAPER are available for public review and comment from August 28, 2026, through September 15, 2026, at the following locations: City of Ontario, Ovitt Family Library 215 East “C” Street, Ontario City of Ontario, Records Management Department, Ontario City Hall, 303 East “B” Street, Ontario City of Ontario, Housing Services Department, 208 West Emporia Street, Ontario For comments to be included in the City’s report to HUD, all comments relating to the CAPER must be submitted in writing to the City of Ontario, Housing Department no later than September 15, 2026. The public hearing is scheduled for Tuesday, September 15, 2026, at 6:30 p.m., or as soon thereafter as the matter can be heard, at the City of Ontario Council Chambers, located at 303 East “B” Street, Ontario, CA. No comments received after the public hearing will be considered in the preparation of the final FY 2025-26 CAPER. If you challenge in court any decision regarding the above document, you may be limited to raising only those issues you or

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INLAND VALLEY
DAILY BULLETIN
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Daily Bulletin-SB
3200 Guasti Rd. Suite 100
Ontario, California 91761
(909) 987-6397

0011752256

City of Ontario
303 East B Street
Ontario, California 91764

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of San Bernardino

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of Daily Bulletin-SB, a newspaper of general circulation, printed and published in the City of Ontario*, County of San Bernardino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of San Bernardino, State of California, under the date of June 15, 1945, Decree No. Pomo C-606. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

08/29/2025

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Ontario, California

On this 29th day of August, 2025.

Eva Almeida
Signature
*Daily Bulletin-SB circulation includes the following cities: Ontario, Rancho Cucamonga, Upland

NOTICE OF AVAILABILITY FOR
PUBLIC REVIEW AND COMMENT
CITY OF ONTARIO
DRAFT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE 2024-25 PROGRAM YEAR

NOTICE IS HEREBY GIVEN pursuant to the provisions of 24 CFR Part 91, Section 91.105 of the U.S. Department of Housing and Urban Development (HUD) Community Planning and Development (CPD) Programs, that the City of Ontario has completed and made available for public review and comment the City of Ontario Draft Consolidated Annual Performance and Evaluation Report (CAPER) for the 2024-25 Program Year. This report contains assessments by the City on the use of CDBG, HOME, and ESG funds within the City of Ontario. Copies of the draft CAPER are available for public review and comment from August 29, 2025, through September 15, 2025, at the following locations:

City of Ontario, Ovitt Family Library
215 East "C" Street, Ontario

City of Ontario, Records Management Department,
Ontario City Hall, 303 East "B" Street, Ontario

City of Ontario, Housing Services Department,
208 West Emporia Street, Ontario

For comments to be included in the City's report to HUD, all comments relating to the CAPER must be submitted in writing to the City of Ontario, Housing Department no later than September 15, 2025.

The public hearing is scheduled for Tuesday, September 16, 2025, at 6:30 p.m., or as soon thereafter as the matter can be heard, at the City of Ontario Council Chambers, located at 303 East "B" Street, Ontario, CA. No comments received after the public hearing will be considered in the preparation of the final FY 2024-25 CAPER. If you challenge in court any decision regarding the above document, 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. You may make your comments in writing to assure that you are able to express yourself adequately.

In accordance with the Americans with Disabilities Act, services are available to members of our community who require special assistance to participate in public meetings. Translation services are also available to those who require them. If you require special assistance, notification of 48 hours prior to the meeting will help the City make reasonable arrangements. Equipment for the hearing impaired is available in the Records Management Office. Please contact the City Clerk's Office at (909) 395-2009 for more information.

Questions and written comments regarding the draft Consolidated Annual Performance and Evaluation Report for the 2024-25 Program Year may be addressed to the following:

Kaela Fengler, Project Coordinator
Ontario Housing Services Department
208 West Emporia Street
Ontario, CA 91762

Please publish on Friday, August 29, 2025
Inland Valley Daily Bulletin - SB
Published: 8/29/25

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CITY OF ONTARIO

Consolidated Annual Performance and Evaluation Report Fiscal Year 2025-26

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Public Comments

xxxxx were received during the 15-day review period (August 28, 2026 through September 15, 2026) of the Consolidated Annual Performance and Evaluation Report (CAPER) for Fiscal Year 2025-26.

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CITY OF ONTARIO

Consolidated Annual Performance and Evaluation Report Fiscal Year 2025-26

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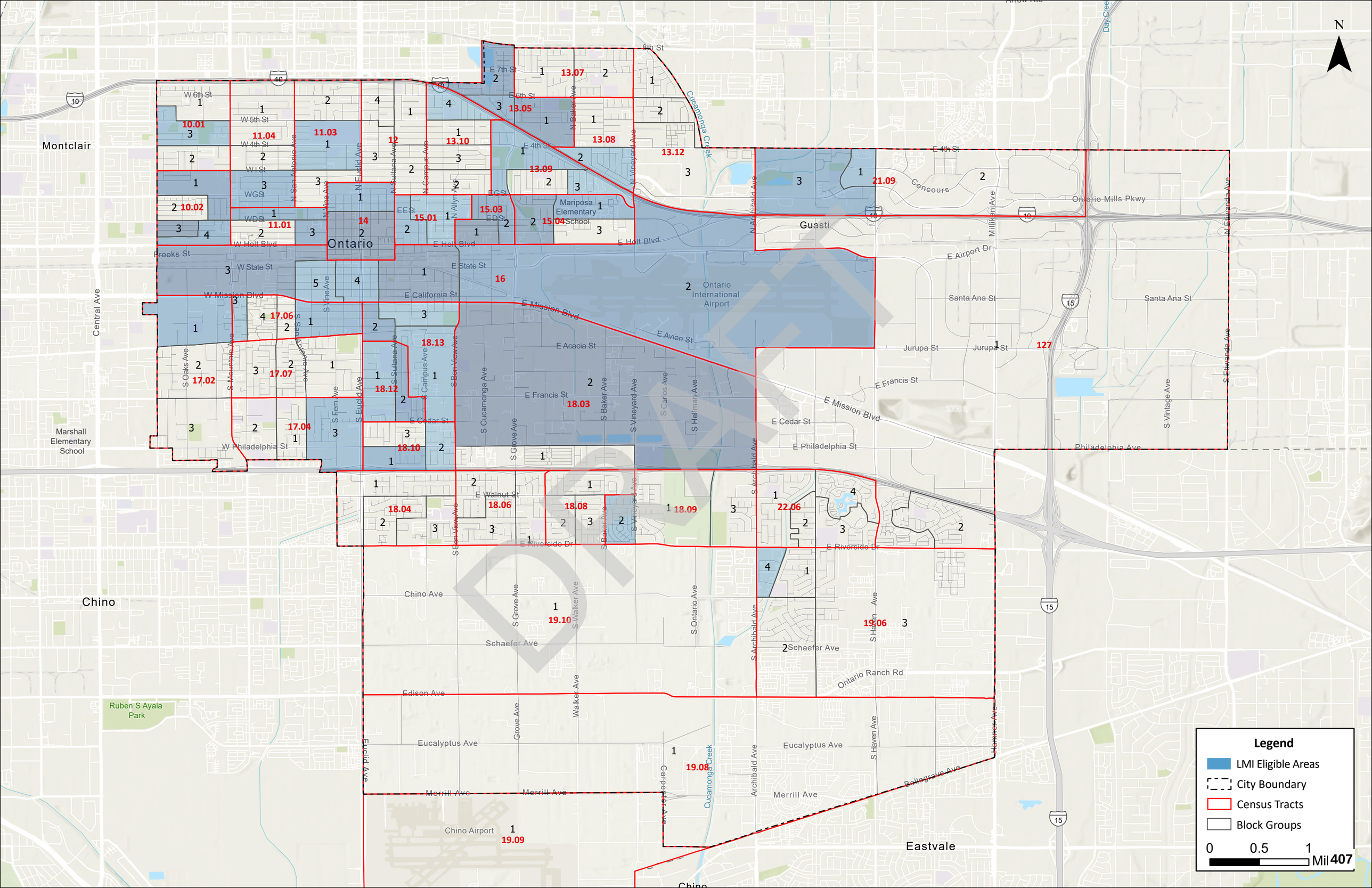
Maps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Edison Ave
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Merrill Ave
Bellegrave Ave
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Santa Ana St
Jurupa St
Concours
Ontario Mills Pkwy
Philadelphia Ave
E 7th St
E 6th St
E 4th St
8th St
EE St
ED St
S Oaks Ave
S Mountain Ave
S San Antonio Ave
S Vine Ave
S Euclid Ave
S Fern Ave
S Sultana Ave
S Campus Ave
S Bon View Ave
S Cucamonga Ave
S Grove Ave
S Baker Ave
S Vineyard Ave
S Carlos Ave
S Hellman Ave
S Archibald Ave
S Walker Ave
S Ontario Ave
S Haven Ave
S Vintage Ave
S Etiwanda Ave
N Euclid Ave
N Vine Ave
N Sultana Ave
N Campus Ave
N Allyn Ave
N Baker Ave
N Vineyard Ave
N Archibald Ave
N Etiwanda Ave
Milliken Ave
Hamner Ave
Garden Ave
Central Ave

CITY OF ONTARIO

Consolidated Annual Performance and Evaluation Report Fiscal Year 2025-26

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Summary of Activities (C04PR03)

PGM Year: 1994
Project: 0002 - CONVERTED CDBG ACTIVITIES
IDIS Activity: 2 - CDBG COMMITTED FUNDS ADJUSTMENT

Status: Open 5/24/2007 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/01/0001

Description:

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$11,432,283.47	$0.00	$0.00
		1989	B89MC060537		$0.00	$1,126,000.00
		1990	B90MC060537		$0.00	$1,091,000.00
		1991	B91MC060537		$0.00	$1,219,000.00
		1992	B92MC060537		$0.00	$1,309,000.00
		1993	B93MC060537		$0.00	$1,865,000.00
		1994	B94MC060537		$0.00	$2,030,000.00
		1995	B95MC060537		$0.00	$2,670,000.00
		1996	B96MC060537		$0.00	$122,283.47
Total	**Total**			**$11,432,283.47**	**$0.00**	**$11,432,283.47**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	**Owner**		**Renter**		**Total**		**Person**	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		

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American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2016
Project: 0005 - Single Family/Multi-Family Housing Rehabilitation and New Construction
IDIS Activity: 760 - 411 N. Parkside Ave.

Status: Completed 11/25/2025 12:00:00 AM
Location: 411 N Parkside Dr Ontario, CA 91764-3945

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Acquisition of Real Property (01)
National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 06/23/2017

Description:

This project includes a loan to Mercy House CHDO, Inc.
to acquire the property located at 411 N.
Parkside Ave.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060537	$3,600.00	$0.00	$3,600.00
Total	**Total**			**$3,600.00**	**$0.00**	**$3,600.00**

Proposed Accomplishments

Housing Units : 8

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	2	2	0	0	2	2	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	6	6	0	0	6	6	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

DRAFT

Total:	**8**	**8**	**0**	**0**	**8**	**8**	**0**	**0**
Female-headed Households:	3		0		3			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	3	0	3	0
Low Mod	5	0	5	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	8	0	8	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	The acquisition by Mercy House CHDO, Inc. was completed in February 2018. One household was relocated related to this project in June 2018. Rehabilitation work is expected to be complete in early 2019.	
2018	The acquisition was completed in February 2018.	
2019	The acquisition was completed in February 2018. Rehabilitation work is expected to be complete in early 2021.	
2022	Project is completed.	

DRAFT

PGM Year: 2018
Project: 0016 - Administration
IDIS Activity: 810 - Administration

Status: Completed 1/21/2026 4:47:48 PM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/28/2019

Description:

This activity will be used to pay for salaries and benefits for those persons administering the CDBG and HOME Programs.1212026 - Repayment of $22,123.55 was in response to the finding from the City of Ontario's 11-19-25 PY2023 CAPER letter that related to exceeding the planning and administrative expenditure limit.
Reference receipt #5469910.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060537	$337,544.42	$0.00	$337,544.42
Total	**Total**			**$337,544.42**	**$0.00**	**$337,544.42**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

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Female-headed Households: 0

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2019

Project: 0007 - Community Block Wall along Mountain Avenue

IDIS Activity: 824 - Community Block Wall along Mountain Avenue

Status: Completed 2/6/2026 2:58:23 PM
Location: 208 W Emporia St Ontario, CA 91762-3803

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Other Public Improvements Not Listed in 03A-03S (03Z)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 09/30/2019

Description:

This project will provide for a community block wall and associated landscaping to be installed on a public easement along Mountain Avenue between D Street and G Street.The repayment of $3,174.88 (Receipt No.
5462696) is due to funds being expended and drawn down before it was made aware that this activity was ineligible for CDBG funding.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060537	$3,174.88	$0.00	$3,174.88
Total	**Total**			**$3,174.88**	**$0.00**	**$3,174.88**

Proposed Accomplishments

People (General) : 3,175
Total Population in Service Area: 3,175
Census Tract Percent Low / Mod: 72.44

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	During FY 2019-20 the City surveyed property owners who would be impacted by the construction of the Community Block Wall to determine universal participation. The project will require all affected property owners to sign an easement to allow for the required Planning and Building provisions for the wall and associated landscaping. This project will reduce blight on a main thoroughfare in a target neighborhood.	
2020	During FY 2020-21, the City continued to communicate to determine interest of affected owners. An architectural firm has been engaged to design the wall and would work around those property owners not interested in participating.	
2021	During FY 2021-22, the City continued to communicate to determine interest of affected owners.	

DRAFT

PGM Year: 2019
Project: 0016 - Administration
IDIS Activity: 835 - Program Administration

Status: Completed 1/21/2026 4:44:33 PM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/07/2019

Description:

This activity will be used to pay for salaries and benefits for those persons administering the CDBG and HOME Program.1212026 - Repayment of $140,990.81 was in response to the finding from the City of Ontario's 11-19-25 PY2023 CAPER letter that related to exceeding the planning and administrative expenditure limit.
Reference receipt #5469917.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060537	$197,410.68	$0.00	$197,410.68
	PI			$125,551.69	$0.00	$125,551.69
Total	**Total**			**$322,962.37**	**$0.00**	**$322,962.37**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		

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Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

Income Category:	**Owner**	**Renter**	**Total**	**Person**
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2020
Project: 0022 - Administration
IDIS Activity: 850 - Program Administration

Status: Completed 9/8/2025 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 03/15/2021

Description:

This activity will be used to pay for salaries and benefits for those persons administering the CDBG and HOME Program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060537	$22,240.33	$0.00	$22,240.33
		2019	B19MC060537	$290,123.67	$0.00	$290,123.67
	PI			$60,497.00	$0.00	$60,497.00
Total	**Total**			**$372,861.00**	**$0.00**	**$372,861.00**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	**Owner**		**Renter**		**Total**		**Person**	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		

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Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

Income Category:	**Owner**	**Renter**	**Total**	**Person**
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2020
Project: 0016 - Park Improvements Project
IDIS Activity: 866 - Sam Alba Park Restroom Rehabilitation

Status: Completed 4/1/2026 6:41:48 PM
Location: 303 E B St Ontario, CA 91764-4105

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Parks, Recreational Facilities (03F)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 03/15/2021

Description:

This project will include the demolition of the existing restroom and installation of a new prefabricated restroom.
In addition, repair andor replacement of any necessary utility infrastructure will be addressed.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060537	$320,975.79	$0.00	$320,975.79
		2018	B18MC060537	$22,956.26	$0.00	$22,956.26
		2019	B19MC060537	$129,148.85	$0.00	$129,148.85
		2020	B20MC060537	$237,692.98	$0.00	$237,692.98
	PI			$18,843.00	$0.00	$18,843.00
Total	**Total**			**$729,616.88**	**$0.00**	**$729,616.88**

Proposed Accomplishments

Public Facilities : 1
Total Population in Service Area: 46,540
Census Tract Percent Low / Mod: 55.37

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	During FY 2020-21, architectural plans were prepared for this project that will replace the existing restroom with a prefabricated restroom that will present a safer and improved restroom facility for park users.	
2021	Public Works contracted with Robert Borders to have plans drawn. Construction is expected to take place in FY 22-23.	
2023	During FY 2023-24, the project was awarded to Fleming Environmental in September 2023. Construction began in April 2024.	
2024	Construction completed	

DRAFT

PGM Year: 2021
Project: 0017 - Administration
IDIS Activity: 893 - Program Administration

Status: Completed 9/8/2025 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/28/2022

Description:

This activity will be used to pay for salaries and benefits for those persons administering the CDBG and HOME Programs.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC060537	$234,096.64	$0.00	$234,096.64
Total	**Total**			**$234,096.64**	**$0.00**	**$234,096.64**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

DRAFT

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2022
Project: 0016 - Administration
IDIS Activity: 894 - Administration

Status: Completed 4/7/2026 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/22/2022

Description:

This activity will cover the cost of staff needed to administer the grant program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC060537	$360,696.00	$0.00	$360,696.00
Total	**Total**			**$360,696.00**	**$0.00**	**$360,696.00**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

DRAFT

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2022
Project: 0007 - Pavement Management Rehabilitation
IDIS Activity: 895 - Pavement Management Rehabilitation

Status: Completed 4/7/2026 12:00:00 AM
Location: 303 E B St Ontario, CA 91764-4105

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Street Improvements (03K)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/07/2022

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.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC060537	$24,528.82	$0.00	$24,528.82
		2021	B21MC060537	$519,355.34	$0.00	$519,355.34
		2022	B22MC060537	$36,963.38	$0.00	$36,963.38
Total	**Total**			**$580,847.54**	**$0.00**	**$580,847.54**

Proposed Accomplishments

People (General) : 29,785
Total Population in Service Area: 28,230
Census Tract Percent Low / Mod: 53.65

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	Construction began in September 2022 and was completed in January 2023. The contract included the rehabilitation of over 160,000 square feet of asphalt roadway.	

DRAFT

PGM Year: 2022
Project: 0008 - Alley Pavement Management Rehabilitation
IDIS Activity: 896 - Alley Pavement Rehabilitation

Status: Completed 4/7/2026 12:00:00 AM
Location: 303 E B St Ontario, CA 91764-4105

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Street Improvements (03K)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/07/2022

Description:

This project will reconstruct alleys that are in very poor condition.
Reconstructed alleys are projected to last 20 to 25 years.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC060537	$20,777.40	$0.00	$20,777.40
		2022	B22MC060537	$342,092.60	$0.00	$342,092.60
Total	**Total**			**$362,870.00**	**$0.00**	**$362,870.00**

Proposed Accomplishments

People (General) : 29,785
Total Population in Service Area: 29,785
Census Tract Percent Low / Mod: 53.25

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	Construction started in February 2023 and was completed in June 2023. This project provided rehabilitation alleys to extend the useful life of the alley surface for 20-30 years.	

DRAFT

PGM Year: 2022
Project: 0006 - OntarioNet Broadband Expansion
IDIS Activity: 898 - OntarioNet Broadband Expansion

Status: Completed 8/5/2026 12:00:00 AM
Location: 303 E B St Ontario, CA 91764-4105

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Other Public Improvements Not Listed in 03A-03S (03Z)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/07/2022

Description:

This project will expand the OntarioNet broadband network providing high-speed affordable internet access to income-qualified areas.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC060537	$333,452.00	$0.00	$333,452.00
		2024	B24MC060537	$97,482.00	$0.00	$0.00
Total	**Total**			**$430,934.00**	**$0.00**	**$333,452.00**

Proposed Accomplishments

People (General) : 1
Total Population in Service Area: 32,795
Census Tract Percent Low / Mod: 51.59

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	Construction on the expansion began in FY 2022-23.	
2023	Construction of the expansion was completed in March 2024.	

DRAFT

PGM Year: 2023
Project: 0010 - LED Streetlight Conversion Project
IDIS Activity: 917 - LED Streetlight Conversion Project

Status: Completed 4/7/2026 12:00:00 AM
Location: 208 W Emporia St Ontario, CA 91762-3803

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Street Improvements (03K)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 09/11/2024

Description:

This project will include the conversion of over 60 existing decorative street lights throughout the CDBG-eligible areas to LED street lights.
The project will result in up to 40% in energy savings over the life of the street light fixtures.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC060537	$125,000.00	$0.00	$125,000.00
		2021	B21MC060537	$50.00	$0.00	$50.00
		2022	B22MC060537	$44,752.40	$0.00	$44,752.40
		2023	B23MC060537	$30,197.60	$10,000.00	$30,197.60
Total	**Total**			**$200,000.00**	**$10,000.00**	**$200,000.00**

Proposed Accomplishments

People (General) : 6,900
Total Population in Service Area: 5,615
Census Tract Percent Low / Mod: 59.66

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	During FY 2023-24, the project was awarded and construction began on 14 LED Streetlights.	

DRAFT

PGM Year: 2023
Project: 0019 - Administration
IDIS Activity: 931 - Administration

Status: Completed 4/7/2026 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/13/2023

Description:

This activity will cover staff costs for the administration of grant programs.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23MC060537	$376,552.00	$0.00	$376,552.00
Total	**Total**			**$376,552.00**	**$0.00**	**$376,552.00**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

DRAFT

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2024
Project: 0002 - Community Improvement Team
IDIS Activity: 934 - Community Improvement Team

Status: Completed 4/7/2026 12:00:00 AM
Location: 208 W Emporia St Ontario, CA 91762-3803

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Code Enforcement (15)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/27/2025

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 lowmod 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 tractsblock groups CT 001400, BG 1 and 2; CT 001501, BG 1 and 2; CT 001503, BG 1 and 2; CT 001504, BG 1 and 2; CT 001600, BG 1, 3, 4, and 5; CT 001702, BG 1; CT 001706, BG 1, 2, and 3; CT 001702, BG 1; CT 001706, BG 1, 2, and 3; CT 001707, BG 1 and 2; CT 001812, BG 1 and 2; and CT 001813, BG 1 and 2.
Costs incurred for inspections of code violations and the enforcement of code requirements for properties located within eligible focus block groups are eligible for CDBG funding.
To ensure long term program solutions, the team coordinates the resources available with various City departments, including but not limited to: Police, Planning, Housing and Code Enforcement.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC060537	$65,985.03	$24,206.95	$65,985.03
Total	**Total**			**$65,985.03**	**$24,206.95**	**$65,985.03**

Proposed Accomplishments

Housing Units : 300
Total Population in Service Area: 38,000
Census Tract Percent Low / Mod: 62.42

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	In FY 2024-25, the Community Improvement Team (CIT) conducted 287 inspections, issued 111 notices and 53 citations, and closed 138 cases at 208 unique parcels within the target area during the fiscal year.	

DRAFT

PGM Year: 2024
Project: 0006 - Extreme Weather Motel Voucher Program
IDIS Activity: 935 - Extreme Weather Motel Voucher Program

Status: Completed 4/7/2026 12:00:00 AM
Location: 208 W Emporia St Ontario, CA 91762-3803

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Operating Costs of Homeless/AIDS Patients Programs (03T)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/27/2025

Description:

This project will provide nightly motel vouchers to eligible persons or families experiencing homelessness during extreme weather conditions.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC060537	$62,605.00	$62,605.00	$62,605.00
Total	**Total**			**$62,605.00**	**$62,605.00**	**$62,605.00**

Proposed Accomplishments

People (General) : 120

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	146	81
Black/African American:	0	0	0	0	0	0	16	1
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	1	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	22	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**186**	**82**

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Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	186
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	186
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024		

DRAFT

PGM Year: 2024

Project: 0007 - Services for Battered Women and Their Children

IDIS Activity: 936 - Services for Battered Women and Their Children

Status: Completed 4/7/2026 12:00:00 AM
Location: 599 N Main St Pomona, CA 91768-3108

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Services for victims of domestic violence, dating violence, sexual assault or stalking (05G)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/27/2025

Description:

Services are provided through the agencyÃ¿Â¿Ã¿Â¿Ã¿Â¿Ã

American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	6	5
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**8**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	1
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	11
Total	0	0	0	12
Percent Low/Mod				8.3%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	During FY 2024-25, House of Ruth provided 12 unduplicated and 119 repeat Ontario residents assistance through this program. A total of 1,869 Ontario residents were provided additional services; 16 persons (9 adults and 7 children) were assisted with shelter services, 156 persons (129 adults and 27 children) received counseling, 112 (108 female and 4 male) were provided with hotline services, 1,574 attended community education classes, and 11 Ontario residents were assisted with obtaining Temporary Restraining Orders.	

DRAFT

PGM Year: 2024
Project: 0008 - Family Stabilization at SOVA
IDIS Activity: 937 - Family Stabilization at SOVA

Status: Completed 4/7/2026 12:00:00 AM
Location: 904 E California St Ontario, CA 91761-1917

Objective: Create economic opportunities
Outcome: Sustainability
Matrix Code: Food Banks (05W)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/27/2025

Description:

The program provides low- and very low-income and homeless individuals and families with emergency food supplies and support services.
Participants are able to obtain a four-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.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC060537	$18,410.00	$18,410.00	$18,410.00
Total	**Total**			**$18,410.00**	**$18,410.00**	**$18,410.00**

Proposed Accomplishments

People (General) : 3,000

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	1,136	1,032
Black/African American:	0	0	0	0	0	0	54	4
Asian:	0	0	0	0	0	0	35	1
American Indian/Alaskan Native:	0	0	0	0	0	0	8	7
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	6	6
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0

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American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	203	174
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**1,442**	**1,224**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	1,225
Low Mod	0	0	0	169
Moderate	0	0	0	48
Non Low Moderate	0	0	0	0
Total	0	0	0	1,442
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024		

DRAFT

PGM Year: 2024
Project: 0009 - LED Streetlight Conversion Project
IDIS Activity: 938 - LED Streetlight Conversion Project

Status: Completed 8/5/2026 12:00:00 AM
Location: 303 E B St Ontario, CA 91764-4105

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Street Improvements (03K)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/27/2025

Description:

This project will include the installation and conversion of decorative streetlights throughout the CDBG-eligible areas to LED streetlights.
The project will result in up to 40% in energy savings over the life of the street light fixtures.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC060537	$27,603.25	$15,312.15	$15,312.15
		2022	B22MC060537	$31,833.89	$0.00	$0.00
		2023	B23MC060537	$41,068.26	$0.00	$0.00
	LA	2019	B19MC060537	$56,721.60	$56,721.60	$56,721.60
	PI			$24,603.00	$0.00	$0.00
Total	**Total**			**$181,830.00**	**$72,033.75**	**$72,033.75**

Proposed Accomplishments

People (General) : 3,655
Total Population in Service Area: 4,375
Census Tract Percent Low / Mod: 78.63

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	The FY 2024-25 LED Streetlight Conversion Project was contracted to Outsource Utility Contractor, LLC in June 2025. Construction of seventeen (17) new streetlights with LED fixtures is estimated to be completed in December of 2025.	

DRAFT

PGM Year: 2024
Project: 0010 - Pavement Management Rehabilitation
IDIS Activity: 939 - Pavement Management Rehabilitation

Status: Open
Location: 303 E B St Ontario, CA 91764-4105

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Street Improvements (03K)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/27/2025

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.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC060537	$519,864.00	$0.00	$492,175.50
Total	**Total**			**$519,864.00**	**$0.00**	**$492,175.50**

Proposed Accomplishments

People (General) : 5,100
Total Population in Service Area: 33,260
Census Tract Percent Low / Mod: 51.85

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	During FY 2024-25, the project was awarded to Onyx Paving Company, Inc. in July 2024. Construction began in September 2024 and was completed in January 2025.	

DRAFT

PGM Year: 2024
Project: 0011 - Alley Pavement Management Rehabilitation
IDIS Activity: 940 - Alley Pavement Management Rehabilitation

Status: Open
Location: 303 E B St Ontario, CA 91764-4105

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Street Improvements (03K)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/27/2025

Description:

This project will reconstruct alleys that are in very poor condition.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23MC060537	$101,195.00	$101,195.00	$101,195.00
		2024	B24MC060537	$88,805.00	$79,305.00	$79,305.00
Total	**Total**			**$190,000.00**	**$180,500.00**	**$180,500.00**

Proposed Accomplishments

People (General) : 3,255
Total Population in Service Area: 5,335
Census Tract Percent Low / Mod: 68.70

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	The FY 2024-25 Alley Pavement Management Rehabilitation Project was contracted to Onyx Paving Company, Inc. in February 2025. Construction was completed in June 2025.	

DRAFT

PGM Year: 2024

Project: 0012 - Downtown Storefront FaÃ¿Â§ade Improvement Program

IDIS Activity: 941 - Downtown Storefront Facade Improvement Program

Status: Completed 8/5/2026 12:00:00 AM
Location: 303 E B St Ontario, CA 91764-4105

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)
National Objective: SBR

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/27/2025

Description:

The Downtown Facade 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 facades.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23MC060537	$50,000.00	$0.00	$50,000.00
Total	**Total**			**$50,000.00**	**$0.00**	**$50,000.00**

Proposed Accomplishments

Businesses : 5

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	During FY 2024-25, the Downtown Facade Improvement Program supported two businesses.	

DRAFT

PGM Year: 2024
Project: 0013 - Wheelchair Ramp Installation
IDIS Activity: 942 - Wheelchair Ramp Installation

Status: Open
Location: 303 E B St Ontario, CA 91764-4105

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/27/2025

Description:

This project will include the installation of approximately seventy (70) wheelchair ramps and replacement of adjoining sidewalks.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23MC060537	$175,000.00	$0.00	$174,980.00
Total	**Total**			**$175,000.00**	**$0.00**	**$174,980.00**

Proposed Accomplishments

Public Facilities : 70

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

DRAFT

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	In FY 2024-25 the contract for the Wheelechair Ramp Installation Project was awarded to CT&T Concrete Paving, Inc. in July of 2024. Construction of twenty-five (25) wheelchair ramps was completed in January of 2025.	

DRAFT

PGM Year: 2024
Project: 0014 - John Galvin Park Underground Lights Project
IDIS Activity: 943 - John Galvin Park Underground Lights Project

Status: Completed 8/5/2026 12:00:00 AM
Location: 1072 S Grove Ave Ontario, CA 91761-3437

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Parks, Recreational Facilities (03F)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 09/22/2025

Description:

One public park lighting conduit will be upgraded as a result of this project, aiding police with nightly patrols and increasing security for residents.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC060537	$33,607.24	$0.00	$0.00
	LA	2018	B18MC060537	$22,123.55	$22,123.55	$22,123.55
		2019	B19MC060537	$84,269.21	$84,269.21	$84,269.21
Total	**Total**			**$140,000.00**	**$106,392.76**	**$106,392.76**

Proposed Accomplishments

Public Facilities : 1
Total Population in Service Area: 47,105
Census Tract Percent Low / Mod: 54.92

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	In FY 24-25, the project was contracted to Metrocell Construction, Inc. in May of 2025. The project will install 11 new lighting standards to increase visibility in the park area. The project will be completed in FY 2025-26.	

DRAFT

PGM Year: 2024
Project: 0015 - Neighborhood Preservation Program
IDIS Activity: 944 - Neighborhood Preservation Program

Status: Open
Location: 208 W Emporia St Ontario, CA 91762-3803

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/27/2025

Description:

This project will be implemented by the Community Improvement Department and will provide grants of up to $3,000 to income-qualified homeowners with the supplies and materials necessary to improve and repair the exterior of their property.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC060537	$35,157.76	$22,390.51	$35,157.76
Total	**Total**			**$35,157.76**	**$22,390.51**	**$35,157.76**

Proposed Accomplishments

Housing Units : 15

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

DRAFT

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	In FY 2024-25, the Community Improvement Department Neighborhood Preservation Program assisted twenty-eight (28) eligible homeowners to provide the materials and supplies needed to improve the appearance of their properties and to decrease neighborhood blight.The materials and supplies purchased were used for projects such as installing or replacing landscaping, repainting the homeÃ¿Â¢Ã¿Â¿Ã¿Â¿s exterior, repairing dilapidated fences, and removing excessive trash and debris from properties.	

DRAFT

PGM Year: 2024
Project: 0016 - Child Care, Family, and Youth Subsidies
IDIS Activity: 945 - Child Care, Family, and Youth Subsidies

Status: Completed 4/7/2026 12:00:00 AM
Location: 950 N Elderberry Ave Ontario, CA 91762-2014

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Child Care Services (05L)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/27/2025

Description:

Children are provided with childcare before school, delivered to school, picked up after school, and transported to childcare sites in the afternoon.
Throughout the year, programs for youth and families are provided that are both sport related and non-sport related.
Families are not denied program entrance for their lack of ability to pay.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23MC060537	$21,999.96	$7,333.32	$21,999.96
Total	**Total**			**$21,999.96**	**$7,333.32**	**$21,999.96**

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	5	5
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

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Total:	**0**	**0**	**0**	**0**	**0**	**0**	**5**	**5**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	1
Low Mod	0	0	0	0
Moderate	0	0	0	4
Non Low Moderate	0	0	0	0
Total	0	0	0	5
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024		

DRAFT

PGM Year: 2024
Project: 0017 - Fair Housing (AFFH) Program
IDIS Activity: 946 - Fair Housing (AFFH) Program

Status: Completed 4/7/2026 12:00:00 AM
Location: 1500 S Haven Ave Ontario, CA 91761-2969

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Fair Housing Activities (if CDBG, then subject to 15% cap) (05J)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/27/2025

Description:

IFHMB's proposed fair housing program will include education, outreach, enforcement, and administrative services.
Many housing opportunities are lost when individuals experience housing discrimination based on federal and state protected categories, such as race, sex, national origin, disability and familial status.
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.
The delivery of fair housing services will empower residents with knowledge of their housing rights and responsibilities under federal and state fair housing laws.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC060537	$18,167.27	$1,629.69	$18,167.27
		2023	B23MC060537	$3,832.73	$3,832.73	$3,832.73
Total	**Total**			**$22,000.00**	**$5,462.42**	**$22,000.00**

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	73	63
Black/African American:	0	0	0	0	0	0	40	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0

DRAFT

Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**113**	**63**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	63
Low Mod	0	0	0	27
Moderate	0	0	0	10
Non Low Moderate	0	0	0	13
Total	0	0	0	113
Percent Low/Mod				88.5%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	During FY 2024-25, 113 persons were assisted through the fair housing component of this program. A total of 643 persons were assisted through the housing mediation component of this program.	

DRAFT

PGM Year: 2024
Project: 0018 - Landlord/Tenant Mediation Program
IDIS Activity: 947 - Landlord Tenant Mediation Program

Status: Completed 6/30/2025 12:00:00 AM
Location: 1500 S Haven Ave Ontario, CA 91761-2969

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Tenant/Landlord Counseling (05K)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/27/2025

Description:

IFHMB will provide a landlord and tenant program that will benefit residents of Ontario.
IFHMB conducts extensive outreach, and education in English and Spanish, to residents and housing providers, and networks with local community agencies who assist LMI individuals and families to identify and address housing concerns.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC060537	$10,200.00	$1,388.42	$10,200.00
Total	**Total**			**$10,200.00**	**$1,388.42**	**$10,200.00**

Proposed Accomplishments

People (General) : 1,400

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	474	398
Black/African American:	0	0	0	0	0	0	126	0
Asian:	0	0	0	0	0	0	28	0
American Indian/Alaskan Native:	0	0	0	0	0	0	1	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	14	4
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

DRAFT

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**643**	**402**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	224
Low Mod	0	0	0	215
Moderate	0	0	0	116
Non Low Moderate	0	0	0	88
Total	0	0	0	643
Percent Low/Mod				86.3%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024		

DRAFT

PGM Year: 2024
Project: 0019 - Senior Support Services
IDIS Activity: 948 - Senior Support Services

Status: Completed 4/7/2026 12:00:00 AM
Location: 1500 S Haven Ave Ontario, CA 91761-2969

Objective: Create economic opportunities
Outcome: Sustainability
Matrix Code: Senior Services (05A)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/27/2025

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.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC060537	$10,000.00	$2,104.08	$10,000.00
Total	**Total**			**$10,000.00**	**$2,104.08**	**$10,000.00**

Proposed Accomplishments

People (General) : 600

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	19	15
Black/African American:	0	0	0	0	0	0	1	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0

DRAFT

Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**15**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	12
Low Mod	0	0	0	8
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	20
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024		

DRAFT

PGM Year: 2024
Project: 0020 - Administration
IDIS Activity: 949 - Administration

Status: Completed 4/7/2026 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/27/2025

Description:

This activity will provide for staff to administer grant programs.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC060537	$363,030.00	$20,200.87	$363,030.00
Total	**Total**			**$363,030.00**	**$20,200.87**	**$363,030.00**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

DRAFT

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2025
Project: 0017 - Administratiobn
IDIS Activity: 956 - Administration

Status: Open
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/23/2026

Description:

This activity will provide for staff to administer grant programs.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060537	$367,988.00	$107,037.44	$107,037.44
Total	**Total**			**$367,988.00**	**$107,037.44**	**$107,037.44**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

DRAFT

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2025
Project: 0016 - Senior Support Services
IDIS Activity: 957 - Senior Support Services

Status: Canceled 8/5/2026 2:06:17 PM
Location: 3175 Sedona Ct Ontario, CA 91764-6560

Objective: Create economic opportunities
Outcome: Sustainability
Matrix Code: Senior Services (05A)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/23/2026

Description:

The Inland Fair Housing and Mediation Board (IFHMB) has provided application-based services to senior 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.

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

People (General) : 600

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0

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Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2025
Project: 0015 - Landlord/Tenant Mediation Program
IDIS Activity: 958 - Landlord Tenant Mediation Program

Status: Canceled 8/5/2026 2:05:41 PM
Location: 3175 Sedona Ct Ontario, CA 91764-6560

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Tenant/Landlord Counseling (05K)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/23/2026

Description:

The Inland Fair Housing and Mediation Board will provide a landlord and tenant program that will benefit residents of Ontario.
IFHMB conducts extensive outreach and education in English and Spanish to residents and housing providers.
They also network with local community agencies who assist LMI individuals and families to identify and address housing concerns.

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

People (General) : 1,400

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0

DRAFT

American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2025
Project: 0014 - Fair Housing (AFFH) Program
IDIS Activity: 960 - Fair Housing (AFFH) Program

Status: Canceled 8/5/2026 2:07:19 PM
Location: 3175 Sedona Ct Ste D Ontario, CA 91764-6561

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Fair Housing Activities (if CDBG, then subject to 15% cap) (05J)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/23/2026

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.
Ontario residents will be given assistance in filing housing discrimination complaints with HUD and DFEH.
IFHMBÃ¢Â¿Â¿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.

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0

DRAFT

American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2025

Project: 0007 - Services for Victims of Domestic Violence and Their Children

IDIS Activity: 961 - Services for Survivors of Domestic Violence

Status: Open
Location: 599 N Main St Pomona, CA 91768-3108

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Services for victims of domestic violence, dating violence, sexual assault or stalking (05G)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/23/2026

Description:

House of Ruth is a non-profit domestic violence agency, serving battered women and their children for more than 35 years.
Services are provided through the agencyâ¿¿s 24-hour crisis hotline, at conveniently located walk-in centers in Ontario and Pomona, and at House of Ruthâ¿¿s emergency and transitional shelters.
Safety and self-sufficiency are the focus of all of House of Ruthâ¿¿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 Ruthâ¿¿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.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060537	$15,000.00	$0.00	$0.00
Total	**Total**			**$15,000.00**	**$0.00**	**$0.00**

Proposed Accomplishments

People (General) : 25

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0

DRAFT

Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2025
Project: 0008 - Family Stabilization Program at SOVA Program Center
IDIS Activity: 962 - Family Stabilization Services at SOVA Program Center

Status: Open
Location: 904 E California St Ontario, CA 91761-1917

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Food Banks (05W)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/23/2026

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.
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.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060537	$15,000.00	$0.00	$0.00
Total	**Total**			**$15,000.00**	**$0.00**	**$0.00**

Proposed Accomplishments

People (General) : 3,000

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0

DRAFT

Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2025
Project: 0006 - Extreme Weather Motel Voucher Program
IDIS Activity: 963 - Extreme Weather Motel Voucher Program

Status: Open
Location: 208 W Emporia St Ontario, CA 91762-3803

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Operating Costs of Homeless/AIDS Patients Programs (03T)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/19/2026

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.
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.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060537	$148,991.00	$0.00	$0.00
Total	**Total**			**$148,991.00**	**$0.00**	**$0.00**

Proposed Accomplishments

People (General) : 120

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0

DRAFT

Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2025
Project: 0013 - Neighborhood Preservation Program
IDIS Activity: 964 - Neighborhood Preservation Program

Status: Open
Location: 208 W Emporia St Ontario, CA 91762-3803

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/19/2026

Description:

This project will be implemented by the Community Improvement Department and will provide up to $3,000 to income-qualified homeowners with the supplies and materials necessary to improve and repair the exterior of their property.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060537	$45,000.00	$21,585.95	$21,585.95
Total	**Total**			**$45,000.00**	**$21,585.95**	**$21,585.95**

Proposed Accomplishments

Housing Units : 15

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

DRAFT

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2025
Project: 0002 - Community Improvement Team
IDIS Activity: 965 - Community Improvement Team

Status: Open
Location: 208 W Emporia St Ontario, CA 91762-3803

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Code Enforcement (15)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/19/2026

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 lowmod 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 tractsblock groups CT 001400, BG 1 and 2; CT 001501, BG 1 and 2; CT 001503, BG 1 and 2; CT 001504, BG 1 and 2; CT 001600, BG 1, 3, 4, and 5; CT 001702, BG 1; CT 001706, BG 1, 2, and 3; CT 001702, BG 1; CT 001706, BG 1, 2, and 3; CT 001707, BG 1 and 2; CT 001812, BG 1 and 2; and CT 001813, BG 1 and 2.
Costs incurred for inspections of code violations and the enforcement of code requirements for properties located within eligible focus block groups are eligible for CDBG funding.
To ensure long term program solutions, the team coordinates the resources available with various City departments, including but not limited to: Police, Planning, Housing and Code Enforcement.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060537	$96,825.12	$12,557.13	$12,557.13
	LA	2017	B17MC060537	$3,174.88	$3,174.88	$3,174.88
Total	**Total**			**$100,000.00**	**$15,732.01**	**$15,732.01**

Proposed Accomplishments

Housing Units : 300
Total Population in Service Area: 38,085
Census Tract Percent Low / Mod: 62.44

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2025

Project: 0011 - City-Wide Facade Improvement Program

IDIS Activity: 966 - Downtown Storefront Facade Improvement Program

Status: Open
Location: 303 E B St Ontario, CA 91764-4105

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/19/2026

Description:

The Downtown FaÃ¿Â¿Ã¿Â§ade 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 faÃ¿Â¿Ã¿Â§ades.
The Program operates on a reimbursement basis and allows propertybusiness 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.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060537	$12,395.15	$0.00	$0.00
Total	**Total**			**$12,395.15**	**$0.00**	**$0.00**

Proposed Accomplishments

Businesses : 4
Total Population in Service Area: 31,030
Census Tract Percent Low / Mod: 62.26

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2025
Project: 0012 - Dorothy Quesada Park Pool Cover Project
IDIS Activity: 967 - Dorothy Quesada Park Pool Cover Project

Status: Open
Location: 101 S Bon View Ave Ontario, CA 91761-1902

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Parks, Recreational Facilities (03F)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/19/2026

Description:

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.

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

Public Facilities : 32,505
Total Population in Service Area: 30,125
Census Tract Percent Low / Mod: 64.71

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2025
Project: 0009 - Pavement Management Rehabilitation
IDIS Activity: 968 - Pavement Management Rehabilitation

Status: Open
Location: 303 E B St Ontario, CA 91764-4105

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Street Improvements (03K)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/19/2026

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.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC060537	$47,075.94	$0.00	$0.00
		2025	B25MC060537	$502,924.06	$0.00	$0.00
Total	**Total**			**$550,000.00**	**$0.00**	**$0.00**

Proposed Accomplishments

People (General) : 40,946
Total Population in Service Area: 30,015
Census Tract Percent Low / Mod: 55.12

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2025
Project: 0018 - Vinyeard Ave Pavement Management Rehabilitation
IDIS Activity: 969 - Vinyeard Ave Pavement Management Rehabilitation

Status: Open
Location: 303 E B St Ontario, CA 91764-4105

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Street Improvements (03K)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/19/2026

Description:

This project will reconstruct alleys that are in very poor condition.
Reconstructed alleys are projected to last 20 to 25 years.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060537	$59,438.89	$0.00	$0.00
		2020	B20MC060537	$136,873.50	$0.00	$0.00
		2021	B21MC060537	$43,013.45	$0.00	$0.00
		2022	B22MC060537	$34,913.20	$0.00	$0.00
		2023	B23MC060537	$307,308.27	$0.00	$0.00
		2024	B24MC060537	$87,222.69	$0.00	$0.00
Total	**Total**			**$668,770.00**	**$0.00**	**$0.00**

Proposed Accomplishments

People (General) : 23,136
Total Population in Service Area: 18,085
Census Tract Percent Low / Mod: 58.34

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

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Total Funded Amount:	**$19,549,865.10**
Total Drawn Thru Program Year:	**$17,492,982.36**
Total Drawn In Program Year:	**$679,924.40**

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CITY OF ONTARIO

Consolidated Annual Performance and Evaluation Report Fiscal Year 2025-26

DRAFT

CDBG Financial Summary Report (C04PR26)

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	0.00
02 ENTITLEMENT GRANT	1,815,154.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	67,955.50
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,883,109.50
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	982,224.21
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	982,224.21
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	342,829.13
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	1,325,053.34
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	558,056.16
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	932,224.21
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	932,224.21
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	94.91%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	70,738.05
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	70,738.05
32 ENTITLEMENT GRANT	1,815,154.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,815,154.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	3.90%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	342,829.13
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	342,829.13
42 ENTITLEMENT GRANT	1,815,154.00
43 CURRENT YEAR PROGRAM INCOME	67,955.50
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,883,109.50
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	18.21%

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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	16	866	7019759	Sam Alba Park Restroom Rehabilitation	03F	LMA	$152,552.58
					03F	Matrix Code	$152,552.58
2024	10	939	7019759	Pavement Management Rehabilitation	03K	LMA	$492,175.50
					03K	Matrix Code	$492,175.50
2024	13	942	7024342	Wheelchair Ramp Installation	03L	LMA	$174,980.00
					03L	Matrix Code	$174,980.00
2024	19	948	7019759	Senior Support Services	05A	LMC	$6,529.71
2024	19	948	7024342	Senior Support Services	05A	LMC	$1,366.21
					05A	Matrix Code	$7,895.92
2024	7	936	7019759	Services for Battered Women and Their Children	05G	LMC	$4,857.79
2024	7	936	7024342	Services for Battered Women and Their Children	05G	LMC	$5,201.29
					05G	Matrix Code	$10,059.08
2024	17	946	7019759	Fair Housing (AFFH) Program	05J	LMC	$10,319.76
2024	17	946	7024342	Fair Housing (AFFH) Program	05J	LMC	$6,217.82
					05J	Matrix Code	$16,537.58
2024	18	947	7019759	Landlord Tenant Mediation Program	05K	LMC	$6,509.01
2024	18	947	7024342	Landlord Tenant Mediation Program	05K	LMC	$2,302.57
					05K	Matrix Code	$8,811.58
2024	16	945	7019759	Child Care, Family, and Youth Subsidies	05L	LMC	$12,833.31
2024	16	945	7024342	Child Care, Family, and Youth Subsidies	05L	LMC	$1,833.33
					05L	Matrix Code	$14,666.64
2024	15	944	7019759	Neighborhood Preservation Program	05Z	LMA	$6,902.85
2024	15	944	7024342	Neighborhood Preservation Program	05Z	LMA	$5,864.40
					05Z	Matrix Code	$12,767.25
2024	2	934	7019759	Community Improvement Team	15	LMA	$37,009.56
2024	2	934	7024342	Community Improvement Team	15	LMA	$4,768.52
					15	Matrix Code	$41,778.08
Total							$932,224.21

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	**Activity to prevent, prepare for, and respond to Coronavirus**	Activity Name	**Grant Number**	**Fund Type**	Matrix Code	National Objective	**Drawn Amount**
2024	19	948	7019759	No	Senior Support Services	B22MC060537	EN	05A	LMC	$6,529.71
2024	19	948	7024342	No	Senior Support Services	B22MC060537	EN	05A	LMC	$1,366.21
								05A	Matrix Code	$7,895.92
2024	7	936	7019759	No	Services for Battered Women and Their Children	B24MC060537	EN	05G	LMC	$4,857.79
2024	7	936	7024342	No	Services for Battered Women and Their Children	B24MC060537	EN	05G	LMC	$5,201.29
								05G	Matrix Code	$10,059.08
2024	17	946	7019759	No	Fair Housing (AFFH) Program	B22MC060537	EN	05J	LMC	$10,319.76
2024	17	946	7024342	No	Fair Housing (AFFH) Program	B22MC060537	EN	05J	LMC	$6,217.82
								05J	Matrix Code	$16,537.58
2024	18	947	7019759	No	Landlord Tenant Mediation Program	B22MC060537	EN	05K	LMC	$6,509.01
2024	18	947	7024342	No	Landlord Tenant Mediation Program	B22MC060537	EN	05K	LMC	$2,[illegible]
								05K	Matrix Code	$8,8[illegible]

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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2024	16	945	7019759	No	Child Care, Family, and Youth Subsidies	B23MC060537	EN	05L	LMC	$12,833.31
2024	16	945	7024342	No	Child Care, Family, and Youth Subsidies	B23MC060537	EN	05L	LMC	$1,833.33
								05L	Matrix Code	$14,666.64
2024	15	944	7019759	No	Neighborhood Preservation Program	B22MC060537	EN	05Z	LMA	$6,902.85
2024	15	944	7024342	No	Neighborhood Preservation Program	B22MC060537	EN	05Z	LMA	$5,864.40
								05Z	Matrix Code	$12,767.25
				No	Activity to prevent, prepare for, and respond to Coronavirus					$70,738.05
Total										$70,738.05

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2024	20	949	7019759	Administration	21A		$238,667.96
2024	20	949	7024342	Administration	21A		$104,161.17
					21A	Matrix Code	$342,829.13
Total							$342,829.13

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PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	0.00
02 ENTITLEMENT GRANT	1,839,944.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	24,603.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	166,289.24
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	2,030,836.24
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	552,686.09
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	552,686.09
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	127,238.31
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	679,924.40
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	1,350,911.84
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	552,686.09
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	552,686.09
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	99,844.16
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	99,844.16
32 ENTITLEMENT GRANT	1,839,944.00
33 PRIOR YEAR PROGRAM INCOME	67,955.50
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,907,899.50
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	5.23%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	127,238.31
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	127,238.31
42 ENTITLEMENT GRANT	1,839,944.00
43 CURRENT YEAR PROGRAM INCOME	24,603.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,864,547.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	6.82%

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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2024	14	943	7130492	John Galvin Park Underground Lights Project	03F	LMA	$106,392.76
					03F	Matrix Code	$106,392.76
2023	10	917	7067143	LED Streetlight Conversion Project	03K	LMA	$10,000.00
2024	9	938	7130492	LED Streetlight Conversion Project	03K	LMA	$72,033.75
2024	11	940	7067143	Alley Pavement Management Rehabilitation	03K	LMA	$180,500.00
					03K	Matrix Code	$262,533.75
2024	6	935	7067143	Extreme Weather Motel Voucher Program	03T	LMC	$62,605.00
					03T	Matrix Code	$62,605.00
2024	19	948	7067143	Senior Support Services	05A	LMC	$2,104.08
					05A	Matrix Code	$2,104.08
2024	7	936	7067143	Services for Battered Women and Their Children	05G	LMC	$2,540.92
					05G	Matrix Code	$2,540.92
2024	17	946	7067143	Fair Housing (AFFH) Program	05J	LMC	$5,462.42
					05J	Matrix Code	$5,462.42
2024	18	947	7067143	Landlord Tenant Mediation Program	05K	LMC	$1,388.42
					05K	Matrix Code	$1,388.42
2024	16	945	7067143	Child Care, Family, and Youth Subsidies	05L	LMC	$7,333.32
					05L	Matrix Code	$7,333.32
2024	8	937	7067143	Family Stabilization at SOVA	05W	LMC	$18,410.00
					05W	Matrix Code	$18,410.00
2024	15	944	7067143	Neighborhood Preservation Program	14A	LMH	$22,390.51
2025	13	964	7130492	Neighborhood Preservation Program	14A	LMH	$21,585.95
					14A	Matrix Code	$43,976.46
2024	2	934	7067143	Community Improvement Team	15	LMA	$24,206.95
2025	2	965	7130492	Community Improvement Team	15	LMA	$15,732.01
					15	Matrix Code	$39,938.96
Total							$552,686.09

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	**Activity to prevent, prepare for, and respond to Coronavirus**	Activity Name	**Grant Number**	**Fund Type**	Matrix Code	National Objective	**Drawn Amount**
2024	6	935	7067143	No	Extreme Weather Motel Voucher Program	B24MC060537	EN	03T	LMC	$62,605.00
								03T	Matrix Code	$62,605.00
2024	19	948	7067143	No	Senior Support Services	B22MC060537	EN	05A	LMC	$2,104.08
								05A	Matrix Code	$2,104.08
2024	7	936	7067143	No	Services for Battered Women and Their Children	B24MC060537	EN	05G	LMC	$2,540.92
								05G	Matrix Code	$2,540.92
2024	17	946	7067143	No	Fair Housing (AFFH) Program	B22MC060537	EN	05J	LMC	$1,629.69
2024	17	946	7067143	No	Fair Housing (AFFH) Program	B23MC060537	EN	05J	LMC	$3,832.73
								05J	Matrix Code	$5,462.42
2024	18	947	7067143	No	Landlord Tenant Mediation Program	B22MC060537	EN	05K	LMC	$1,388.42
								05K	Matrix Code	$1,388.42
2024	16	945	7067143	No	Child Care, Family, and Youth Subsidies	B23MC060537	EN	05L	LMC	$7,3
								05L	Matrix Code	$7,3

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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2024	8	937	7067143	No	Family Stabilization at SOVA	B24MC060537	EN	05W	LMC	$18,410.00
								05W	Matrix Code	$18,410.00
				No	Activity to prevent, prepare for, and respond to Coronavirus					$99,844.16
Total										$99,844.16

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2024	20	949	7067143	Administration	21A		$20,200.87
2025	17	956	7130492	Administration	21A		$107,037.44
					21A	Matrix Code	$127,238.31
Total							$127,238.31

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CITY OF ONTARIO

Consolidated Annual Performance and Evaluation Report Fiscal Year 2025-26

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Status of HOME Activities (C04PR22)

Note:
WAED - Written Agreement Execution Date
IFD - Initial Funding Date

Tenure Type	Activity Type	IDIS Activity	Activity Address	Activity Status	Status Date	Total Units	Home Units	Total HH Assisted	Commitment Date	Commitment Date Type	Committed Amount	Drawn Amount	PCT
Rental	ACQUISITION ONLY	760	411 N Parkside Ave , Ontario CA, 91764	Completed	11/25/25	8	8	N/A	06/21/17	WAED	$1,155,157.00	$1,155,157.00	100.00%
Tenant-Based Rental Assistance (TBRA)	TENANT-BASED RENTAL ASSISTANCE	838	, ,	Final Draw	07/10/25	N/A	N/A	48	06/20/19	WAED	$565,159.48	$565,159.48	100.00%
Tenant-Based Rental Assistance (TBRA)	TENANT-BASED RENTAL ASSISTANCE	871	, ,	Final Draw	07/10/25	N/A	N/A	10	01/19/21	WAED	$117,689.67	$117,689.67	100.00%
Tenant-Based Rental Assistance (TBRA)	TENANT-BASED RENTAL ASSISTANCE	919	, ,	Final Draw	02/09/26	N/A	N/A	130	08/01/22	WAED	$1,787,479.67	$1,787,479.67	100.00%
AD/CO/CC	AD/CO/CC	810	, ,	Completed	01/21/26	0	0	0	01/28/19	IFD	$50,440.84	$50,440.84	100.00%
AD/CO/CC	AD/CO/CC	835	, ,	Completed	01/21/26	0	0	0	12/03/19	IFD	$66,328.81	$66,328.81	100.00%
AD/CO/CC	AD/CO/CC	850	, ,	Completed	09/08/25	0	0	0	05/11/21	IFD	$122,205.00	$122,205.00	100.00%
AD/CO/CC	AD/CO/CC	893	, ,	Completed	09/08/25	0	0	0	10/27/22	IFD	$106,969.41	$106,969.41	100.00%
AD/CO/CC	AD/CO/CC	894	, ,	Completed	04/07/26	0	0	0	02/14/24	IFD	$101,381.25	$101,381.25	100.00%
AD/CO/CC	AD/CO/CC	931	, ,	Completed	04/07/26	0	0	0	05/21/25	IFD	$101,133.97	$101,133.97	100.00%
AD/CO/CC	AD/CO/CC	971	, ,	Final Draw	02/09/26	0	0	0	08/05/25	IFD	$67,214.00	$67,214.00	100.00%

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Note:
WAED - Written Agreement Execution Date
IFD - Initial Funding Date

Tenure Type	Activity Type	IDIS Activity	Activity Address	Activity Status	Status Date	Total Units	Home Units	Total HH Assisted	Commitment Date	Commitment Date Type	Committed Amount	Drawn Amount	PCT
AD/CO/CB	AD/CO/CB	973	, ,	Open	09/25/25	0	0	0	09/15/25	IFD	$407,602.65	$391,342.66	96.01%
Supportive Services		972	, ,	Open	09/25/25	N/A	N/A	439	07/01/23	WAED	$2,309,748.35	$1,983,015.65	85.85%

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CITY OF ONTARIO

Consolidated Annual Performance and Evaluation Report Fiscal Year 2025-26

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Status of HOME Grants (C04PR27)

Commitments from Authorized Funds

Fiscal Year	Total Authorization	Admin/CHDO OP Authorization	CR/CL/CC – Amount Committed to CHDOS	% CHDO Cmtd	SU Funds-Subgrants to Other Entities	EN Funds-PJ Committed to Activities	Total Authorized Commitments	% of Auth Cmtd
1992	$561,000.00	$56,100.00	$84,150.00	15.0%	$0.00	$420,750.00	$561,000.00	100.0%
1993	$371,000.00	$37,100.00	$55,650.00	15.0%	$0.00	$278,250.00	$371,000.00	100.0%
1994	$607,000.00	$60,700.00	$91,050.00	15.0%	$0.00	$455,250.00	$607,000.00	100.0%
1995	$655,000.00	$65,500.00	$98,250.00	15.0%	$0.00	$491,250.00	$655,000.00	100.0%
1996	$692,000.00	$69,200.00	$103,800.00	15.0%	$0.00	$519,000.00	$692,000.00	100.0%
1997	$676,000.00	$67,600.00	$101,400.00	15.0%	$0.00	$507,000.00	$676,000.00	100.0%
1998	$715,000.00	$71,500.00	$107,250.00	15.0%	$0.00	$536,250.00	$715,000.00	100.0%
1999	$770,000.00	$12,426.10	$115,500.00	15.0%	$0.00	$642,073.90	$770,000.00	100.0%
2000	$769,000.00	$76,900.00	$115,350.00	15.0%	$0.00	$576,750.00	$769,000.00	100.0%
2001	$857,000.00	$85,700.00	$128,550.00	15.0%	$0.00	$642,750.00	$857,000.00	100.0%
2002	$852,000.00	$85,200.00	$127,800.00	15.0%	$0.00	$639,000.00	$852,000.00	100.0%
2003	$1,069,640.00	$106,964.00	$160,446.00	15.0%	$0.00	$802,230.00	$1,069,640.00	100.0%
2004	$1,142,157.00	$109,928.20	$36,668.07	3.2%	$0.00	$995,560.73	$1,142,157.00	100.0%
2005	$1,046,376.00	$102,192.80	$367,720.57	35.1%	$0.00	$576,462.63	$1,046,376.00	100.0%
2006	$975,034.00	$96,283.50	$878,750.50	90.1%	$0.00	$0.00	$975,034.00	100.0%
2007	$969,850.00	$95,765.10	$680,857.58	70.2%	$0.00	$193,227.32	$969,850.00	100.0%
2008	$931,818.00	$92,688.90	$139,033.35	14.9%	$0.00	$700,095.75	$931,818.00	100.0%
2009	$1,029,281.00	$102,928.10	$0.00	0.0%	$0.00	$926,352.90	$1,029,281.00	100.0%
2010	$1,020,803.99	$102,080.40	$169,427.99	16.5%	$0.00	$749,295.60	$1,020,803.99	100.0%
2011	$896,421.00	$89,642.10	$0.00	0.0%	$0.00	$806,778.90	$896,421.00	100.0%
2012	$427,521.00	$45,319.10	$0.00	0.0%	$0.00	$382,201.90	$427,521.00	100.0%
2013	$430,661.00	$43,066.10	$64,599.15	15.0%	$0.00	$322,995.75	$430,661.00	100.0%
2014	$483,778.00	$48,377.80	$72,566.70	15.0%	$0.00	$362,833.50	$483,778.00	100.0%
2015	$434,607.00	$43,460.70	$65,191.05	15.0%	$0.00	$325,955.25	$434,607.00	100.0%
2016	$467,481.00	$46,748.10	$70,122.15	15.0%	$0.00	$350,610.75	$467,481.00	100.0%
2017	$477,845.00	$47,784.50	$71,676.75	15.0%	$9,326.46	$349,057.29	$477,845.00	100.0%
2018	$709,939.00	$70,993.90	$0.00	0.0%	$474,039.89	$0.00	$545,033.79	76.7%
2019	$659,631.00	$65,963.10	$0.00	0.0%	$0.00	$593,667.90	$659,631.00	100.0%
2020	$746,737.00	$186,684.25	$0.00	0.0%	$0.00	$560,052.75	$746,737.00	100.0%
2021	$748,625.00	$74,862.50	$0.00	0.0%	$0.00	$83,461.94	$158,324.44	21.1%
2022	$820,945.00	$82,094.50	$0.00	0.0%	$0.00	$0.00	$82,094.50	10.0%
2023	$819,086.00	$81,908.60	$0.00	0.0%	$0.00	$0.00	$81,908.60	10.

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Fiscal Year	Total Authorization	Admin/CHDO OP Authorization	CR/CL/CC – Amount Committed to CHDOS	% CHDO Cmtd	SU Funds-Subgrants to Other Entities	EN Funds-PJ Committed to Activities	Total Authorized Commitments	% of Auth Cmtd
2024	$672,147.27	$67,214.73	$0.00	0.0%	$0.00	$0.00	$67,214.73	10.0%
2025	$676,960.14	$67,696.01	$0.00	0.0%	$0.00	$0.00	$67,696.01	9.9%
Total	**$25,182,344.40**	**$2,558,573.09**	**$3,905,809.86**	**15.5%**	**$483,366.35**	**$14,789,164.76**	**$21,736,914.06**	**86.3%**

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Program Income (PI)

Program Year	Total Receipts	Amount Suballocated to PA	Amount Committed to Activities	% Committed	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disbursed
1992	$0.00	N/A	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
1993	$0.00	N/A	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
1994	$0.00	N/A	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
1995	$0.00	N/A	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
1996	$0.00	N/A	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
1997	$0.00	N/A	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
1998	$70,433.48	N/A	$70,433.48	100.0%	$70,433.48	$0.00	$70,433.48	100.0%
1999	$53,645.08	N/A	$53,645.08	100.0%	$53,645.08	$0.00	$53,645.08	100.0%
2000	$186,559.90	N/A	$186,559.90	100.0%	$186,559.90	$0.00	$186,559.90	100.0%
2001	$165,824.42	N/A	$165,824.42	100.0%	$165,824.42	$0.00	$165,824.42	100.0%
2002	$113,934.38	N/A	$113,934.38	100.0%	$113,934.38	$0.00	$113,934.38	100.0%
2003	$404,144.28	N/A	$404,144.28	100.0%	$404,144.28	$0.00	$404,144.28	100.0%
2004	$277,135.46	N/A	$277,135.46	100.0%	$277,135.46	$0.00	$277,135.46	100.0%
2005	$394,010.17	N/A	$394,010.17	100.0%	$394,010.17	$0.00	$394,010.17	100.0%
2006	$483,843.85	N/A	$483,843.85	100.0%	$483,843.85	$0.00	$483,843.85	100.0%
2007	$74,542.00	N/A	$74,542.00	100.0%	$74,542.00	$0.00	$74,542.00	100.0%
2008	$0.00	N/A	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2009	$168,488.27	N/A	$168,488.27	100.0%	$168,488.27	$0.00	$168,488.27	100.0%
2010	$25,920.21	N/A	$25,920.21	100.0%	$25,920.21	$0.00	$25,920.21	100.0%
2011	$347,383.55	N/A	$347,383.55	100.0%	$347,383.55	$0.00	$347,383.55	100.0%
2012	$201,545.29	$0.00	$201,545.29	100.0%	$201,545.29	$0.00	$201,545.29	100.0%
2013	$58,421.00	$0.00	$58,421.00	100.0%	$58,421.00	$0.00	$58,421.00	100.0%
2014	$27,460.62	$0.00	$27,460.62	100.0%	$27,460.62	$0.00	$27,460.62	100.0%
2015	$119,545.85	$11,954.59	$107,591.26	99.9%	$107,591.26	$0.00	$107,591.26	99.9%
2016	$93,369.14	$9,336.91	$84,032.23	100.0%	$84,032.23	$0.00	$84,032.23	100.0%
2017	$27,741.60	$2,774.16	$24,967.44	100.0%	$24,967.44	$0.00	$24,967.44	100.0%
2018	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2019	$158,214.15	$0.00	$158,214.15	100.0%	$158,214.15	$0.00	$158,214.15	100.0%
2020	$80,989.00	$0.00	$80,989.00	100.0%	$80,989.00	$0.00	$80,989.00	100.0%
2021	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2022	$150,318.58	$0.00	$150,318.58	100.0%	$150,318.58	$0.00	$150,318.58	100.0%
2023	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2024	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.

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Program Year	Total Receipts	Amount Suballocated to PA	Amount Committed to Activities	% Committed	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disbursed
2025	$146,006.58	$0.00	$43,476.50	29.7%	$43,476.50	$0.00	$43,476.50	29.7%
Total	**$3,829,476.86**	**$24,065.66**	**$3,702,881.12**	**97.3%**	**$3,702,881.12**	**$0.00**	**$3,702,881.12**	**97.3%**

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Program Income for Administration (PA)

Program Year	Authorized Amount	Amount Committed to Activities	% Committed	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disbursed
2012	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2013	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2014	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2015	$11,954.59	$11,954.59	100.0%	$11,954.59	$0.00	$11,954.59	100.0%
2016	$9,336.91	$9,336.91	100.0%	$9,336.91	$0.00	$9,336.91	100.0%
2017	$2,774.16	$2,774.16	100.0%	$2,774.16	$0.00	$2,774.16	100.0%
2018	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2019	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2020	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2021	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2022	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2023	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2024	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2025	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
Total	**$24,065.66**	**$24,065.66**	**100.0%**	**$24,065.66**	**$0.00**	**$24,065.66**	**100.0%**

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Recaptured Homebuyer Funds (HP)

Program Year	Total Receipts	Amount Committed to Activities	% Committed	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disbursed
2015	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2016	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2017	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2018	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2019	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2020	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2021	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2022	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2023	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2024	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2025	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
Total	**$0.00**	**$0.00**	**0.0%**	**$0.00**	**$0.00**	**$0.00**	**0.0%**

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Repayments to Local Account (IU)

Program Year	Total Recipts	Amount Committed to Activities	% Committed	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disbursed
2015	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2016	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2017	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2018	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2019	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2020	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2021	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2022	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2023	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2024	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2025	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
Total	**$0.00**	**$0.00**	**0.0%**	**$0.00**	**$0.00**	**$0.00**	**0.0%**

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Disbursements from Treasury Account

Fiscal Year	Total Authorization	Disbursed	Returned	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disb	Available to Disburse
1992	$561,000.00	$561,000.00	$0.00	$561,000.00	$0.00	$561,000.00	100.0%	$0.00
1993	$371,000.00	$371,000.00	$0.00	$371,000.00	$0.00	$371,000.00	100.0%	$0.00
1994	$607,000.00	$607,000.00	$0.00	$607,000.00	$0.00	$607,000.00	100.0%	$0.00
1995	$655,000.00	$655,025.00	($25.00)	$655,000.00	$0.00	$655,000.00	100.0%	$0.00
1996	$692,000.00	$735,244.00	($43,244.00)	$692,000.00	$0.00	$692,000.00	100.0%	$0.00
1997	$676,000.00	$1,045,119.47	($369,119.47)	$676,000.00	$0.00	$676,000.00	100.0%	$0.00
1998	$715,000.00	$975,956.19	($260,956.19)	$715,000.00	$0.00	$715,000.00	100.0%	$0.00
1999	$770,000.00	$770,000.00	$0.00	$770,000.00	$0.00	$770,000.00	100.0%	$0.00
2000	$769,000.00	$769,000.00	$0.00	$769,000.00	$0.00	$769,000.00	100.0%	$0.00
2001	$857,000.00	$857,000.00	$0.00	$857,000.00	$0.00	$857,000.00	100.0%	$0.00
2002	$852,000.00	$852,000.00	$0.00	$852,000.00	$0.00	$852,000.00	100.0%	$0.00
2003	$1,069,640.00	$1,069,640.00	$0.00	$1,069,640.00	$0.00	$1,069,640.00	100.0%	$0.00
2004	$1,142,157.00	$1,142,157.00	$0.00	$1,142,157.00	$0.00	$1,142,157.00	100.0%	$0.00
2005	$1,046,376.00	$1,046,376.00	$0.00	$1,046,376.00	$0.00	$1,046,376.00	100.0%	$0.00
2006	$975,034.00	$975,034.00	$0.00	$975,034.00	$0.00	$975,034.00	100.0%	$0.00
2007	$969,850.00	$969,850.00	$0.00	$969,850.00	$0.00	$969,850.00	100.0%	$0.00
2008	$931,818.00	$931,818.00	$0.00	$931,818.00	$0.00	$931,818.00	100.0%	$0.00
2009	$1,029,281.00	$1,029,281.00	$0.00	$1,029,281.00	$0.00	$1,029,281.00	100.0%	$0.00
2010	$1,020,803.99	$1,020,803.99	$0.00	$1,020,803.99	$0.00	$1,020,803.99	100.0%	$0.00
2011	$896,421.00	$896,421.00	$0.00	$896,421.00	$0.00	$896,421.00	100.0%	$0.00
2012	$427,521.00	$427,521.00	$0.00	$427,521.00	$0.00	$427,521.00	100.0%	$0.00
2013	$430,661.00	$430,661.00	$0.00	$430,661.00	$0.00	$430,661.00	100.0%	$0.00
2014	$483,778.00	$483,778.00	$0.00	$483,778.00	$0.00	$483,778.00	100.0%	$0.00
2015	$434,607.00	$434,607.00	$0.00	$434,607.00	$0.00	$434,607.00	100.0%	$0.00
2016	$467,481.00	$467,481.00	$0.00	$467,481.00	$0.00	$467,481.00	100.0%	$0.00
2017	$477,845.00	$477,845.00	$0.00	$477,845.00	$0.00	$477,845.00	100.0%	$0.00
2018	$709,939.00	$545,033.79	$0.00	$545,033.79	$0.00	$545,033.79	76.7%	$164,905.21
2019	$659,631.00	$659,631.00	$0.00	$659,631.00	$0.00	$659,631.00	100.0%	$0.00
2020	$746,737.00	$746,737.00	$0.00	$746,737.00	$0.00	$746,737.00	100.0%	$0.00
2021	$748,625.00	$158,324.44	$0.00	$158,324.44	$0.00	$158,324.44	21.1%	$590,300.56
2022	$820,945.00	$82,094.50	$0.00	$82,094.50	$0.00	$82,094.50	10.0%	$738,850.50
2023	$819,086.00	$65,506.99	$0.00	$65,506.99	$0.00	$65,506.99	7.9%	$753,579.01
2024	$672,147.27	$67,214.00	$0.00	$67,214.00	$0.00	$67,214.00	9.9%	$604,933

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Fiscal Year	Total Authorization	Disbursed	Returned	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disb	Available to Disburse
2025	$676,960.14	$0.00	$0.00	$0.00	$0.00	$0.00	0.0%	$676,960.14
Total	**$25,182,344.40**	**$22,326,160.37**	**($673,344.66)**	**$21,652,815.71**	**$0.00**	**$21,652,815.71**	**85.9%**	**$3,529,528.69**

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Home Activities Commitments/Disbursements from Treasury Account

Fiscal Year	Authorized for Activities	Amount Committed to Activities	% Cmtd	Disbursed	Returned	Net Disbursed	% Net Disb	Disbursed Pending Approval	Total Disbursed	% Disb
1992	$504,900.00	$504,900.00	100.0%	$504,900.00	$0.00	$504,900.00	100.0%	$0.00	$504,900.00	100.0%
1993	$333,900.00	$333,900.00	100.0%	$333,900.00	$0.00	$333,900.00	100.0%	$0.00	$333,900.00	100.0%
1994	$546,300.00	$546,300.00	100.0%	$546,300.00	$0.00	$546,300.00	100.0%	$0.00	$546,300.00	100.0%
1995	$589,500.00	$589,500.00	100.0%	$589,525.00	($25.00)	$589,500.00	100.0%	$0.00	$589,500.00	100.0%
1996	$622,800.00	$622,800.00	100.0%	$666,044.00	($43,244.00)	$622,800.00	100.0%	$0.00	$622,800.00	100.0%
1997	$608,400.00	$608,400.00	100.0%	$977,519.47	($369,119.47)	$608,400.00	100.0%	$0.00	$608,400.00	100.0%
1998	$643,500.00	$643,500.00	100.0%	$904,456.19	($260,956.19)	$643,500.00	100.0%	$0.00	$643,500.00	100.0%
1999	$757,573.90	$757,573.90	100.0%	$757,573.90	$0.00	$757,573.90	100.0%	$0.00	$757,573.90	100.0%
2000	$692,100.00	$692,100.00	100.0%	$692,100.00	$0.00	$692,100.00	100.0%	$0.00	$692,100.00	100.0%
2001	$771,300.00	$771,300.00	100.0%	$771,300.00	$0.00	$771,300.00	100.0%	$0.00	$771,300.00	100.0%
2002	$766,800.00	$766,800.00	100.0%	$766,800.00	$0.00	$766,800.00	100.0%	$0.00	$766,800.00	100.0%
2003	$962,676.00	$962,676.00	100.0%	$962,676.00	$0.00	$962,676.00	100.0%	$0.00	$962,676.00	100.0%
2004	$1,032,228.80	$1,032,228.80	100.0%	$1,032,228.80	$0.00	$1,032,228.80	100.0%	$0.00	$1,032,228.80	100.0%
2005	$944,183.20	$944,183.20	100.0%	$944,183.20	$0.00	$944,183.20	100.0%	$0.00	$944,183.20	100.0%
2006	$878,750.50	$878,750.50	100.0%	$878,750.50	$0.00	$878,750.50	100.0%	$0.00	$878,750.50	100.0%
2007	$874,084.90	$874,084.90	100.0%	$874,084.90	$0.00	$874,084.90	100.0%	$0.00	$874,084.90	100.0%
2008	$839,129.10	$839,129.10	100.0%	$839,129.10	$0.00	$839,129.10	100.0%	$0.00	$839,129.10	100.0%
2009	$926,352.90	$926,352.90	100.0%	$926,352.90	$0.00	$926,352.90	100.0%	$0.00	$926,352.90	100.0%
2010	$918,723.59	$918,723.59	100.0%	$918,723.59	$0.00	$918,723.59	100.0%	$0.00	$918,723.59	100.0%
2011	$806,778.90	$806,778.90	100.0%	$806,778.90	$0.00	$806,778.90	100.0%	$0.00	$806,778.90	100.0%
2012	$382,201.90	$382,201.90	100.0%	$382,201.90	$0.00	$382,201.90	100.0%	$0.00	$382,201.90	100.0%
2013	$387,594.90	$387,594.90	100.0%	$387,594.90	$0.00	$387,594.90	100.0%	$0.00	$387,594.90	100.0%
2014	$435,400.20	$435,400.20	100.0%	$435,400.20	$0.00	$435,400.20	100.0%	$0.00	$435,400.20	100.0%
2015	$391,146.30	$391,146.30	100.0%	$391,146.30	$0.00	$391,146.30	100.0%	$0.00	$391,146.30	100.0%
2016	$420,732.90	$420,732.90	100.0%	$420,732.90	$0.00	$420,732.90	100.0%	$0.00	$420,732.90	100.0%
2017	$430,060.50	$430,060.50	100.0%	$430,060.50	$0.00	$430,060.50	100.0%	$0.00	$430,060.50	100.0%
2018	$638,945.10	$474,039.89	74.2%	$474,039.89	$0.00	$474,039.89	74.2%	$0.00	$474,039.89	74.2%
2019	$593,667.90	$593,667.90	100.0%	$593,667.90	$0.00	$593,667.90	100.0%	$0.00	$593,667.90	100.0%
2020	$560,052.75	$560,052.75	100.0%	$560,052.75	$0.00	$560,052.75	100.0%	$0.00	$560,052.75	100.0%
2021	$673,762.50	$83,461.94	12.4%	$83,461.94	$0.00	$83,461.94	12.4%	$0.00	$83,461.94	12.4%
2022	$738,850.50	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%
2023	$737,177.40	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.

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Fiscal Year	Authorized for Activities	Amount Committed to Activities	% Cmtd	Disbursed	Returned	Net Disbursed	% Net Disb	Disbursed Pending Approval	Total Disbursed	% Disb
2024	$604,932.54	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%
2025	$609,264.13	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%
Total	**$22,623,771.31**	**$19,178,340.97**	**84.8%**	**$19,851,685.63**	**($673,344.66)**	**$19,178,340.97**	**84.8%**	**$0.00**	**$19,178,340.97**	**84.8%**

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Administrative Funds (AD)

Fiscal Year	Authorized Amount	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
1992	$56,100.00	$56,100.00	100.0%	$0.00	$56,100.00	100.0%	$0.00
1993	$37,100.00	$37,100.00	100.0%	$0.00	$37,100.00	100.0%	$0.00
1994	$60,700.00	$60,700.00	100.0%	$0.00	$60,700.00	100.0%	$0.00
1995	$65,500.00	$65,500.00	100.0%	$0.00	$65,500.00	100.0%	$0.00
1996	$69,200.00	$69,200.00	100.0%	$0.00	$69,200.00	100.0%	$0.00
1997	$67,600.00	$67,600.00	100.0%	$0.00	$67,600.00	100.0%	$0.00
1998	$71,500.00	$71,500.00	100.0%	$0.00	$71,500.00	100.0%	$0.00
1999	$12,426.10	$12,426.10	100.0%	$0.00	$12,426.10	100.0%	$0.00
2000	$76,900.00	$76,900.00	100.0%	$0.00	$76,900.00	100.0%	$0.00
2001	$85,700.00	$85,700.00	100.0%	$0.00	$85,700.00	100.0%	$0.00
2002	$85,200.00	$85,200.00	100.0%	$0.00	$85,200.00	100.0%	$0.00
2003	$106,964.00	$106,964.00	100.0%	$0.00	$106,964.00	100.0%	$0.00
2004	$109,928.20	$109,928.20	100.0%	$0.00	$109,928.20	100.0%	$0.00
2005	$102,192.80	$102,192.80	100.0%	$0.00	$102,192.80	100.0%	$0.00
2006	$96,283.50	$96,283.50	100.0%	$0.00	$96,283.50	100.0%	$0.00
2007	$95,765.10	$95,765.10	100.0%	$0.00	$95,765.10	100.0%	$0.00
2008	$92,688.90	$92,688.90	100.0%	$0.00	$92,688.90	100.0%	$0.00
2009	$102,928.10	$102,928.10	100.0%	$0.00	$102,928.10	100.0%	$0.00
2010	$102,080.40	$102,080.40	100.0%	$0.00	$102,080.40	100.0%	$0.00
2011	$89,642.10	$89,642.10	100.0%	$0.00	$89,642.10	100.0%	$0.00
2012	$45,319.10	$45,319.10	100.0%	$0.00	$45,319.10	100.0%	$0.00
2013	$43,066.10	$43,066.10	100.0%	$0.00	$43,066.10	100.0%	$0.00
2014	$48,377.80	$48,377.80	100.0%	$0.00	$48,377.80	100.0%	$0.00
2015	$43,460.70	$43,460.70	100.0%	$0.00	$43,460.70	100.0%	$0.00
2016	$46,748.10	$46,748.10	100.0%	$0.00	$46,748.10	100.0%	$0.00
2017	$47,784.50	$47,784.50	100.0%	$0.00	$47,784.50	100.0%	$0.00
2018	$70,993.90	$70,993.90	100.0%	$0.00	$70,993.90	100.0%	$0.00
2019	$65,963.10	$65,963.10	100.0%	$0.00	$65,963.10	100.0%	$0.00
2020	$186,684.25	$186,684.25	100.0%	$0.00	$186,684.25	100.0%	$0.00
2021	$74,862.50	$74,862.50	100.0%	$0.00	$74,862.50	100.0%	$0.00
2022	$82,094.50	$82,094.50	100.0%	$0.00	$82,094.50	100.0%	$0.00
2023	$81,908.60	$65,506.99	79.9%	$16,401.61	$65,506.99	79.9%	$16,401.61
2024	$67,214.73	$67,214.00	99.9%	$0.73	$67,214.00	99.9%	$0.

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Fiscal Year	Authorized Amount	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
2025	$67,696.01	$0.00	0.0%	$67,696.01	$0.00	0.0%	$67,696.01
Total	**$2,558,573.09**	**$2,474,474.74**	**96.7%**	**$84,098.35**	**$2,474,474.74**	**96.7%**	**$84,098.35**

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CHDO Operating Funds (CO)

Fiscal Year	Authorized Amount	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
1992	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1993	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1994	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1995	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1996	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1997	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1998	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1999	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2000	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2001	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2002	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2003	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2004	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2005	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2006	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2007	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2008	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2009	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2010	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2011	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2012	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2013	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2014	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2015	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2016	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2017	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2018	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2019	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2020	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2021	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2022	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2023	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2024	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0

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Fiscal Year	Authorized Amount	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
2025	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
Total	**$0.00**	**$0.00**	**0.0%**	**$0.00**	**$0.00**	**0.0%**	**$0.00**

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CHDO Funds (CR)

Fiscal Year	CHDO Requirement	Authorized Amount	Amount Suballocated to CL/CC	Amount Subgranted to CHDOS	Balance to Subgrant	Funds Committed to Activities	% Subg Cmtd	Balance to Commit	Total Disbursed	% Subg Disb	Available to Disburse
1992	$84,150.00	$84,150.00	$0.00	$84,150.00	$0.00	$84,150.00	100.0%	$0.00	$84,150.00	100.0%	$0.00
1993	$55,650.00	$55,650.00	$0.00	$55,650.00	$0.00	$55,650.00	100.0%	$0.00	$55,650.00	100.0%	$0.00
1994	$91,050.00	$91,050.00	$0.00	$91,050.00	$0.00	$91,050.00	100.0%	$0.00	$91,050.00	100.0%	$0.00
1995	$98,250.00	$98,250.00	$0.00	$98,250.00	$0.00	$98,250.00	100.0%	$0.00	$98,250.00	100.0%	$0.00
1996	$103,800.00	$103,800.00	$0.00	$103,800.00	$0.00	$103,800.00	100.0%	$0.00	$103,800.00	100.0%	$0.00
1997	$101,400.00	$101,400.00	$0.00	$101,400.00	$0.00	$101,400.00	100.0%	$0.00	$101,400.00	100.0%	$0.00
1998	$107,250.00	$107,250.00	$0.00	$107,250.00	$0.00	$107,250.00	100.0%	$0.00	$107,250.00	100.0%	$0.00
1999	$115,500.00	$115,500.00	$0.00	$115,500.00	$0.00	$115,500.00	100.0%	$0.00	$115,500.00	100.0%	$0.00
2000	$115,350.00	$115,350.00	$0.00	$115,350.00	$0.00	$115,350.00	100.0%	$0.00	$115,350.00	100.0%	$0.00
2001	$128,550.00	$128,550.00	$0.00	$128,550.00	$0.00	$128,550.00	100.0%	$0.00	$128,550.00	100.0%	$0.00
2002	$127,800.00	$127,800.00	$0.00	$127,800.00	$0.00	$127,800.00	100.0%	$0.00	$127,800.00	100.0%	$0.00
2003	$160,446.00	$160,446.00	$0.00	$160,446.00	$0.00	$160,446.00	100.0%	$0.00	$160,446.00	100.0%	$0.00
2004	$159,442.35	$36,668.07	$0.00	$36,668.07	$0.00	$36,668.07	100.0%	$0.00	$36,668.07	100.0%	$0.00
2005	$153,289.20	$367,720.57	$0.00	$367,720.57	$0.00	$367,720.57	100.0%	$0.00	$367,720.57	100.0%	$0.00
2006	$144,425.25	$878,750.50	$0.00	$878,750.50	$0.00	$878,750.50	100.0%	$0.00	$878,750.50	100.0%	$0.00
2007	$143,647.65	$680,857.58	$0.00	$680,857.58	$0.00	$680,857.58	100.0%	$0.00	$680,857.58	100.0%	$0.00
2008	$139,033.35	$139,033.35	$0.00	$139,033.35	$0.00	$139,033.35	100.0%	$0.00	$139,033.35	100.0%	$0.00
2009	$154,392.15	$0.00	$0.00	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2010	$153,120.60	$169,427.99	$0.00	$169,427.99	$0.00	$169,427.99	100.0%	$0.00	$169,427.99	100.0%	$0.00
2011	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2012	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2013	$64,599.15	$64,599.15	$0.00	$64,599.15	$0.00	$64,599.15	100.0%	$0.00	$64,599.15	100.0%	$0.00
2014	$72,566.70	$72,566.70	$0.00	$72,566.70	$0.00	$72,566.70	100.0%	$0.00	$72,566.70	100.0%	$0.00
2015	$65,191.05	$65,191.05	$0.00	$65,191.05	$0.00	$65,191.05	100.0%	$0.00	$65,191.05	100.0%	$0.00
2016	$70,122.15	$70,122.15	$0.00	$70,122.15	$0.00	$70,122.15	100.0%	$0.00	$70,122.15	100.0%	$0.00
2017	$71,676.75	$71,676.75	$0.00	$71,676.75	$0.00	$71,676.75	100.0%	$0.00	$71,676.75	100.0%	$0.00
2018	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2019	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2020	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2021	$112,293.75	$112,293.75	$0.00	$0.00	$112,293.75	$0.00	0.0%	$112,293.75	$0.00	0.0%	$112,293.75
2022	$123,141.75	$123,141.75	$0.00	$0.00	$123,141.75	$0.00	0.0%	$123,141.75	$0.00	0.0%	$123,141.75
2023	$122,862.90	$122,862.90	$0.00	$0.00	$122,862.90	$0.00	0.0%	$122,862.90	$0.00	0.0%	$122,862

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Fiscal Year	CHDO Requirement	Authorized Amount	Amount Suballocated to CL/CC	Amount Subgranted to CHDOS	Balance to Subgrant	Funds Committed to Activities	% Subg Cmtd	Balance to Commit	Total Disbursed	% Subg Disb	Available to Disburse
2024	$100,822.09	$100,822.09	$0.00	$0.00	$100,822.09	$0.00	0.0%	$100,822.09	$0.00	0.0%	$100,822.09
2025	$101,544.02	$101,544.02	$0.00	$0.00	$101,544.02	$0.00	0.0%	$101,544.02	$0.00	0.0%	$101,544.02
Total	**$3,241,366.86**	**$4,466,474.37**	**$0.00**	**$3,905,809.86**	**$560,664.51**	**$3,905,809.86**	**100.0%**	**$560,664.51**	**$3,905,809.86**	**100.0%**	**$560,664.51**

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CHDO Loans (CL)

Fiscal Year	Authorized Amount	Amount Subgranted	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
1992	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1993	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1994	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1995	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1996	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1997	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1998	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1999	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2000	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2001	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2002	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2003	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2004	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2005	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2006	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2007	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2008	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2009	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2010	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2011	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2012	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2013	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2014	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2015	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2016	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2017	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2018	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2019	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2020	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2021	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2022	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2023	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2024	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0

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Fiscal Year	Authorized Amount	Amount Subgranted	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
2025	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
Total	**$0.00**	**$0.00**	**$0.00**	**0.0%**	**$0.00**	**$0.00**	**0.0%**	**$0.00**

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CHDO Capacity (CC)

Fiscal Year	Authorized Amount	Amount Subgranted	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
1992	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1993	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1994	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1995	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1996	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1997	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1998	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1999	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2000	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2001	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2002	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2003	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2004	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2005	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2006	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2007	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2008	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2009	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2010	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2011	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2012	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2013	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2014	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2015	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2016	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2017	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2018	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2019	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2020	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2021	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2022	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2023	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2024	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0

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Fiscal Year	Authorized Amount	Amount Subgranted	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
2025	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
Total	**$0.00**	**$0.00**	**$0.00**	**0.0%**	**$0.00**	**$0.00**	**0.0%**	**$0.00**

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Reservations to State Recipients and Subrecipients (SU)

Fiscal Year	Authorized Amount	Amount Subgranted to Other Entities	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
1992	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1993	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1994	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1995	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1996	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1997	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1998	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1999	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2000	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2001	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2002	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2003	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2004	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2005	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2006	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2007	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2008	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2009	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2010	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2011	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2012	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2013	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2014	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2015	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2016	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2017	$9,326.46	$9,326.46	$9,326.46	100.0%	$0.00	$9,326.46	100.0%	$0.00
2018	$532,454.25	$474,039.89	$474,039.89	89.0%	$58,414.36	$474,039.89	89.0%	$58,414.36
2019	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2020	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2021	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2022	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2023	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2024	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0

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Fiscal Year	Authorized Amount	Amount Subgranted to Other Entities	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
2025	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
Total	**$541,780.71**	**$483,366.35**	**$483,366.35**	**89.2%**	**$58,414.36**	**$483,366.35**	**89.2%**	**$58,414.36**

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Total Program Funds

Fiscal Year	Total Authorization	Local Account Funds	Committed Amount	Net Disbursed for Activities	Net Disbursed for AD/CO/CB	Net Disbursed	Disbursed Pending Approval	Total Disbursed	Available to Disburse
1992	$561,000.00	$0.00	$561,000.00	$504,900.00	$56,100.00	$561,000.00	$0.00	$561,000.00	$0.00
1993	$371,000.00	$0.00	$371,000.00	$333,900.00	$37,100.00	$371,000.00	$0.00	$371,000.00	$0.00
1994	$607,000.00	$0.00	$607,000.00	$546,300.00	$60,700.00	$607,000.00	$0.00	$607,000.00	$0.00
1995	$655,000.00	$0.00	$655,000.00	$589,500.00	$65,500.00	$655,000.00	$0.00	$655,000.00	$0.00
1996	$692,000.00	$0.00	$692,000.00	$622,800.00	$69,200.00	$692,000.00	$0.00	$692,000.00	$0.00
1997	$676,000.00	$0.00	$676,000.00	$608,400.00	$67,600.00	$676,000.00	$0.00	$676,000.00	$0.00
1998	$715,000.00	$70,433.48	$785,433.48	$713,933.48	$71,500.00	$785,433.48	$0.00	$785,433.48	$0.00
1999	$770,000.00	$53,645.08	$823,645.08	$811,218.98	$12,426.10	$823,645.08	$0.00	$823,645.08	$0.00
2000	$769,000.00	$186,559.90	$955,559.90	$878,659.90	$76,900.00	$955,559.90	$0.00	$955,559.90	$0.00
2001	$857,000.00	$165,824.42	$1,022,824.42	$937,124.42	$85,700.00	$1,022,824.42	$0.00	$1,022,824.42	$0.00
2002	$852,000.00	$113,934.38	$965,934.38	$880,734.38	$85,200.00	$965,934.38	$0.00	$965,934.38	$0.00
2003	$1,069,640.00	$404,144.28	$1,473,784.28	$1,366,820.28	$106,964.00	$1,473,784.28	$0.00	$1,473,784.28	$0.00
2004	$1,142,157.00	$277,135.46	$1,419,292.46	$1,309,364.26	$109,928.20	$1,419,292.46	$0.00	$1,419,292.46	$0.00
2005	$1,046,376.00	$394,010.17	$1,440,386.17	$1,338,193.37	$102,192.80	$1,440,386.17	$0.00	$1,440,386.17	$0.00
2006	$975,034.00	$483,843.85	$1,458,877.85	$1,362,594.35	$96,283.50	$1,458,877.85	$0.00	$1,458,877.85	$0.00
2007	$969,850.00	$74,542.00	$1,044,392.00	$948,626.90	$95,765.10	$1,044,392.00	$0.00	$1,044,392.00	$0.00
2008	$931,818.00	$0.00	$931,818.00	$839,129.10	$92,688.90	$931,818.00	$0.00	$931,818.00	$0.00
2009	$1,029,281.00	$168,488.27	$1,197,769.27	$1,094,841.17	$102,928.10	$1,197,769.27	$0.00	$1,197,769.27	$0.00
2010	$1,020,803.99	$25,920.21	$1,046,724.20	$944,643.80	$102,080.40	$1,046,724.20	$0.00	$1,046,724.20	$0.00
2011	$896,421.00	$347,383.55	$1,243,804.55	$1,154,162.45	$89,642.10	$1,243,804.55	$0.00	$1,243,804.55	$0.00
2012	$427,521.00	$201,545.29	$629,066.29	$583,747.19	$45,319.10	$629,066.29	$0.00	$629,066.29	$0.00
2013	$430,661.00	$58,421.00	$489,082.00	$446,015.90	$43,066.10	$489,082.00	$0.00	$489,082.00	$0.00
2014	$483,778.00	$27,460.62	$511,238.62	$462,860.82	$48,377.80	$511,238.62	$0.00	$511,238.62	$0.00
2015	$434,607.00	$119,545.85	$554,152.85	$510,692.15	$43,460.70	$554,152.85	$0.00	$554,152.85	$0.00
2016	$467,481.00	$93,369.14	$560,850.14	$514,102.04	$46,748.10	$560,850.14	$0.00	$560,850.14	$0.00
2017	$477,845.00	$27,741.60	$505,586.60	$457,802.10	$47,784.50	$505,586.60	$0.00	$505,586.60	$0.00
2018	$709,939.00	$0.00	$545,033.79	$474,039.89	$70,993.90	$545,033.79	$0.00	$545,033.79	$164,905.21
2019	$659,631.00	$158,214.15	$817,845.15	$751,882.05	$65,963.10	$817,845.15	$0.00	$817,845.15	$0.00
2020	$746,737.00	$80,989.00	$827,726.00	$641,041.75	$186,684.25	$827,726.00	$0.00	$827,726.00	$0.00
2021	$748,625.00	$0.00	$158,324.44	$83,461.94	$74,862.50	$158,324.44	$0.00	$158,324.44	$590,300.56
2022	$820,945.00	$150,318.58	$232,413.08	$150,318.58	$82,094.50	$232,413.08	$0.00	$232,413.08	$738,850.50
2023	$819,086.00	$0.00	$65,506.99	$0.00	$65,506.99	$65,506.99	$0.00	$65,506.99	$753,579

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Fiscal Year	Total Authorization	Local Account Funds	Committed Amount	Net Disbursed for Activities	Net Disbursed for AD/CO/CB	Net Disbursed	Disbursed Pending Approval	Total Disbursed	Available to Disburse
2024	$672,147.27	$0.00	$67,214.00	$0.00	$67,214.00	$67,214.00	$0.00	$67,214.00	$604,933.27
2025	$676,960.14	$146,006.58	$43,476.50	$43,476.50	$0.00	$43,476.50	$0.00	$43,476.50	$779,490.22
Total	**$25,182,344.40**	**$3,829,476.86**	**$25,379,762.49**	**$22,905,287.75**	**$2,474,474.74**	**$25,379,762.49**	**$0.00**	**$25,379,762.49**	**$3,632,058.77**

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Total Program Percent

Fiscal Year	Total Authorization	Local Account Funds	% Committed for Activities	% Disb for Activities	% Disb for AD/CO/CB	% Net Disbursed	% Disbursed Pending Approval	% Total Disbursed	% Available to Disburse
1992	$561,000.00	$0.00	100.0%	90.0%	10.0%	100.0%	0.0%	100.0%	0.0%
1993	$371,000.00	$0.00	100.0%	90.0%	10.0%	100.0%	0.0%	100.0%	0.0%
1994	$607,000.00	$0.00	100.0%	90.0%	10.0%	100.0%	0.0%	100.0%	0.0%
1995	$655,000.00	$0.00	100.0%	90.0%	10.0%	100.0%	0.0%	100.0%	0.0%
1996	$692,000.00	$0.00	100.0%	90.0%	10.0%	100.0%	0.0%	100.0%	0.0%
1997	$676,000.00	$0.00	100.0%	90.0%	10.0%	100.0%	0.0%	100.0%	0.0%
1998	$715,000.00	$70,433.48	100.0%	90.8%	10.0%	100.0%	0.0%	100.0%	0.0%
1999	$770,000.00	$53,645.08	100.0%	98.4%	1.6%	100.0%	0.0%	100.0%	0.0%
2000	$769,000.00	$186,559.90	100.0%	91.9%	10.0%	100.0%	0.0%	100.0%	0.0%
2001	$857,000.00	$165,824.42	100.0%	91.6%	10.0%	100.0%	0.0%	100.0%	0.0%
2002	$852,000.00	$113,934.38	100.0%	91.1%	10.0%	100.0%	0.0%	100.0%	0.0%
2003	$1,069,640.00	$404,144.28	100.0%	92.7%	10.0%	100.0%	0.0%	100.0%	0.0%
2004	$1,142,157.00	$277,135.46	100.0%	92.2%	9.6%	100.0%	0.0%	100.0%	0.0%
2005	$1,046,376.00	$394,010.17	100.0%	92.9%	9.7%	100.0%	0.0%	100.0%	0.0%
2006	$975,034.00	$483,843.85	100.0%	93.4%	9.8%	100.0%	0.0%	100.0%	0.0%
2007	$969,850.00	$74,542.00	100.0%	90.8%	9.8%	100.0%	0.0%	100.0%	0.0%
2008	$931,818.00	$0.00	100.0%	90.0%	9.9%	100.0%	0.0%	100.0%	0.0%
2009	$1,029,281.00	$168,488.27	100.0%	91.4%	10.0%	100.0%	0.0%	100.0%	0.0%
2010	$1,020,803.99	$25,920.21	100.0%	90.2%	10.0%	100.0%	0.0%	100.0%	0.0%
2011	$896,421.00	$347,383.55	100.0%	92.7%	10.0%	100.0%	0.0%	100.0%	0.0%
2012	$427,521.00	$201,545.29	100.0%	92.7%	10.6%	99.9%	0.0%	99.9%	0.0%
2013	$430,661.00	$58,421.00	100.0%	91.1%	9.9%	100.0%	0.0%	100.0%	0.0%
2014	$483,778.00	$27,460.62	100.0%	90.5%	10.0%	100.0%	0.0%	100.0%	0.0%
2015	$434,607.00	$119,545.85	100.0%	92.1%	9.9%	100.0%	0.0%	100.0%	0.0%
2016	$467,481.00	$93,369.14	100.0%	91.6%	9.9%	100.0%	0.0%	100.0%	0.0%
2017	$477,845.00	$27,741.60	100.0%	90.5%	10.0%	100.0%	0.0%	100.0%	0.0%
2018	$709,939.00	$0.00	76.7%	66.7%	9.9%	76.7%	0.0%	76.7%	23.2%
2019	$659,631.00	$158,214.15	100.0%	91.9%	10.0%	100.0%	0.0%	100.0%	0.0%
2020	$746,737.00	$80,989.00	100.0%	77.4%	25.0%	100.0%	0.0%	100.0%	0.0%
2021	$748,625.00	$0.00	21.1%	11.1%	10.0%	21.1%	0.0%	21.1%	78.8%
2022	$820,945.00	$150,318.58	23.9%	15.4%	10.0%	23.9%	0.0%	23.9%	76.0%
2023	$819,086.00	$0.00	7.9%	0.0%	7.9%	7.9%	0.0%	7.9%	92.0

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Fiscal Year	Total Authorization	Local Account Funds	% Committed for Activities	% Disb for Activities	% Disb for AD/CO/CB	% Net Disbursed	% Disbursed Pending Approval	% Total Disbursed	% Available to Disburse
2024	$672,147.27	$0.00	9.9%	0.0%	9.9%	9.9%	0.0%	9.9%	90.0%
2025	$676,960.14	$146,006.58	5.2%	5.2%	0.0%	5.2%	0.0%	5.2%	94.7%
Total	**$25,182,344.40**	**$3,829,476.86**	**87.4%**	**78.9%**	**9.8%**	**87.4%**	**0.0%**	**87.4%**	**12.5%**

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CITY OF ONTARIO

Consolidated Annual Performance and Evaluation Report Fiscal Year 2025-26

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Status of HOME-ARP Grants (C04PR27)

Commitments from Authorized Funds

Fiscal Year	Total Authorization	AD/CO/CB Authorization	SU Funds-Subgrants to Other Entities	EN Funds-PJ Committed to Activities	Total Authorized Commitments	% of Auth Cmtd
2021	$2,717,351.00	$407,602.65	$0.00	$2,309,748.35	$2,717,351.00	100.0%
Total	**$2,717,351.00**	**$407,602.65**	**$0.00**	**$2,309,748.35**	**$2,717,351.00**	**100.0%**

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Disbursements from Treasury Account

Fiscal Year	Total Authorization	Disbursed	Returned	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disb	Available to Disburse
2021	$2,717,351.00	$2,374,358.31	$0.00	$2,374,358.31	$0.00	$2,374,358.31	87.3%	$342,992.69
Total	**$2,717,351.00**	**$2,374,358.31**	**$0.00**	**$2,374,358.31**	**$0.00**	**$2,374,358.31**	**87.3%**	**$342,992.69**

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Home Activities Commitments/Disbursements from Treasury Account

Fiscal Year	Authorized for Activities	Amount Committed to Activities	% Cmtd	Disbursed	Returned	Net Disbursed	% Net Disb	Disbursed Pending Approval	Total Disbursed	% Disb
2021	$2,309,748.35	$2,309,748.35	100.0%	$1,983,015.65	$0.00	$1,983,015.65	85.9%	$0.00	$1,983,015.65	85.9%
Total	**$2,309,748.35**	**$2,309,748.35**	**100.0%**	**$1,983,015.65**	**$0.00**	**$1,983,015.65**	**85.9%**	**$0.00**	**$1,983,015.65**	**85.9%**

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Administrative Funds (AD)

Fiscal Year	Authorized Amount	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
2021	$407,602.65	$407,602.65	100.0%	$0.00	$391,342.66	96.0%	$16,259.99
Total	**$407,602.65**	**$407,602.65**	**100.0%**	**$0.00**	**$391,342.66**	**96.0%**	**$16,259.99**

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CHDO Operating Funds (CO)

Fiscal Year	Authorized Amount	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
2021	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
Total	**$0.00**	**$0.00**	**0.0%**	**$0.00**	**$0.00**	**0.0%**	**$0.00**

Capacity Building Funds (CB)

Fiscal Year	Authorized Amount	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
2021	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
Total	**$0.00**	**$0.00**	**0.0%**	**$0.00**	**$0.00**	**0.0%**	**$0.00**

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Reservations to State Recipients and Subrecipients (SU)

Fiscal Year	Authorized Amount	Amount Subgranted to Other Entities	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
2021	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
Total	**$0.00**	**$0.00**	**$0.00**	**0.0%**	**$0.00**	**$0.00**	**0.0%**	**$0.00**

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Total Program Funds

Fiscal Year	Total Authorization	Local Account Funds	Committed Amount	Net Disbursed for Activities	Net Disbursed for AD/CO/CB	Net Disbursed	Disbursed Pending Approval	Total Disbursed	Available to Disburse
2021	$2,717,351.00	$0.00	$2,717,351.00	$1,983,015.65	$391,342.66	$2,374,358.31	$0.00	$2,374,358.31	$342,992.69
Total	**$2,717,351.00**	**$0.00**	**$2,717,351.00**	**$1,983,015.65**	**$391,342.66**	**$2,374,358.31**	**$0.00**	**$2,374,358.31**	**$342,992.69**

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Total Program Percent

Fiscal Year	Total Authorization	Local Account Funds	% Committed for Activities	% Disb for Activities	% Disb for AD/CO/CB	% Net Disbursed	% Disbursed Pending Approval	% Total Disbursed	% Available to Disburse
2021	$2,717,351.00	$0.00	100.0%	72.9%	14.4%	87.3%	0.0%	87.3%	12.6%
Total	**$2,717,351.00**	**$0.00**	**100.0%**	**72.9%**	**14.4%**	**87.3%**	**0.0%**	**87.3%**	**12.6%**

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CITY OF ONTARIO

Consolidated Annual Performance and Evaluation Report Fiscal Year 2025-26

ESG CAPER Report

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Submission Overview: ESG: CAPER

Report: **CAPER** Period: **7/1/2024 - 6/30/2025** Your user level here: **Data Entry and Account Admin**

Step 1: Dates

7/1/2024 to 6/30/2025

Step 2: Contact Information

First Name	Hannah
Middle Name	
Last Name	Mac Kenzie
Suffix	
Title	
Street Address 1	208 W. Emporia St.
Street Address 2	
City	Ontario
State	California
ZIP Code	91762
E-mail Address	hmackenzie@ontarioca.gov
Phone Number	(909)395-2753
Extension	
Fax Number	

Step 4: Grant Information

Emergency Shelter Rehab/Conversion

Did you create additional shelter beds/units through an ESG-funded rehab project	No
Did you create additional shelter beds/units through an ESG-funded conversion project	No

Data Participation Information

Are there any funded projects, except HMIS or Admin, which are not listed on the Project, Links and Uploads form? This includes projects in the HMIS and from VSP	No

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Step 5: Project Outcomes

Project outcomes are required for all CAPERS where the program year start date is 1-1-2021 or later. This form replaces the narrative in CR-70 of the eCon Planning Suite.

From the Action Plan that covered ESG for this reporting period copy and paste or retype the information in Question 5 on screen AP-90: "Describe performance standards for evaluating ESG."

The City will enter into binding agreements with subrecipients. Elements of these agreements will include the following information:
1. Type of activity
2. Scope of services to be provided
3. Number of persons to be assisted
4. Budget
5. Reporting requirements
6. Other terms and conditions
The City will conduct annual on-site inspections to ascertain whether the organization is actually meeting their goals and objectives. The overall goal will be to identify any deficiencies and promote corrections in order to improve performance.

Based on the information from the Action Plan response previously provided to HUD:

1. Briefly describe how you met the performance standards identified in A-90 this program year. *If they are not measurable as written type in N/A as the answer.*

The City entered into an MOU for the Street Outreach and Homelessness Prevention program. The City worked on program development in FY 24-25 for the Street Outreach Program and did not spend any ESG on street outreach during this program year. The City launched a homelessness prevention program during PY24. The program was estimated to serve 10 households and met this target.

2. Briefly describe what you did not meet and why. *If they are not measurable as written type in N/A as the answer.*

The City originally allocated all of its PY24 allocation towards homelessness prevention (excluding administration). The City took a Substantial Amendment to City Council on September 16, 2025 reprogramming a portion of the HP funds to a Street Outreach program. The street outreach program will begin spending in PY2025. The homelessness prevention program was scaled down due to a lack of community demand; the City offers other rental assistance programs using other funding sources that temporarily lessened demand for the HP program. In the Amendment, ten households were expected to receive assistance. This target was met.

OR

3. If your standards were not written as measurable, provide a sample of what you will change them to in the future? *If they were measurable and you answered above type in N/A as the answer.*

N/A

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Step 6: Financial Information

ESG Information from IDIS

As of 9/26/2025

FY	Grant Number	Current Authorized Amount	Funds Committed By Recipient	Funds Drawn	Balance Remaining	Obligation Date	Expenditure
2024	E24MC060537	$165,475.00	$165,475.00	$0	$165,475.00	9/6/2024	9/6/2026
2023	E23MC060537	$158,507.00	$158,507.00	$39,246.00	$119,261.00	9/28/2023	9/28/2025
2022	E22MC060537	$160,533.00	$159,281.00	$147,123.66	$13,409.34	9/14/2022	9/14/2024
2021	E21MC060537	$159,018.00	$158,164.52	$158,164.52	$853.48	8/11/2021	8/11/2023
2020	E20MC060537	$160,290.00	$160,290.00	$160,290.00	$0	10/23/2020	10/23/2022
2019	E19MC060537	$156,918.00	$156,918.00	$156,918.00	$0	7/31/2019	7/31/2021
2018	E18MC060537	$156,098.00	$156,098.00	$156,098.00	$0	9/12/2018	9/12/2020
2017	E17MC060537	$157,628.00	$157,628.00	$157,628.00	$0	9/22/2017	9/22/2019
2016	E16MC060537	$160,931.97	$160,931.97	$160,931.97	$0	8/30/2016	8/30/2018
2015	E15MC060537	$160,672.70	$160,672.70	$160,672.70	$0	8/19/2015	8/19/2017
Total		$1,862,577.67	$1,856,583.99	$1,559,690.65	$302,887.02		

Expenditures	2024 Yes	2023 No	2022 No	2021 No	2020 No	2019 No	2018 No
	FY2024 Annual ESG Funds for						
Homelessness Prevention	Non-COVID						
Rental Assistance	39,246.00						
Relocation and Stabilization Services - Financial Assistance							
Relocation and Stabilization Services - Services							
Hazard Pay *(unique activity)*							
Landlord Incentives *(unique activity)*							
Volunteer Incentives *(unique activity)*							
Training *(unique activity)*							
Homeless Prevention Expenses	39,246.00						
	FY2024 Annual ESG Funds for						
Rapid Re-Housing	Non-COVID						
Rental Assistance							
Relocation and Stabilization Services - Financial Assistance							
Relocation and Stabilization Services - Services							
Hazard Pay *(unique activity)*							
Landlord Incentives *(unique activity)*							
Volunteer Incentives *(unique activity)*							
Training *(unique activity)*							
RRH Expenses	0.00						
	FY2024 Annual ESG Funds for						
Emergency Shelter	Non-COVID						
Essential Services							
Operations							
Renovation							
Major Rehab							
Conversion							
Hazard Pay *(unique activity)*							
Volunteer Incentives *(unique activity)*							
Training *(unique activity)*							
Emergency Shelter Expenses	0.00						
	FY2024 Annual ESG Funds for						

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Temporary Emergency Shelter	**Non-COVID**
Essential Services	
Operations	
Leasing existing real property or temporary structures	
Acquisition	
Renovation	
Hazard Pay *(unique activity)*	
Volunteer Incentives *(unique activity)*	
Training *(unique activity)*	
Other Shelter Costs	
Temporary Emergency Shelter Expenses	
	FY2024 Annual ESG Funds for
Street Outreach	**Non-COVID**
Essential Services	
Hazard Pay *(unique activity)*	
Volunteer Incentives *(unique activity)*	
Training *(unique activity)*	
Handwashing Stations/Portable Bathrooms *(unique activity)*	
Street Outreach Expenses	**0.00**
	FY2024 Annual ESG Funds for
Other ESG Expenditures	**Non-COVID**
Cell Phones - for persons in CoC/YHDP funded projects *(unique activity)*	
Coordinated Entry COVID Enhancements *(unique activity)*	
Training *(unique activity)*	
Vaccine Incentives *(unique activity)*	
HMIS	
Administration	
Other Expenses	**0.00**
	FY2024 Annual ESG Funds for
	Non-COVID
Total Expenditures	**39,246.00**
Match	**39,246.00**
Total ESG expenditures plus match	**78,492.00**

Total expenditures plus match for all years

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Step 7: Sources of Match

	FY2024	FY2023	FY2022	FY2021	FY2020	FY2019	FY2018	FY2017	FY2016	FY2015
Total regular ESG plus COVID expenditures brought forward	$39,246.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total ESG used for COVID brought forward	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total ESG used for regular expenses which requires a match	$39,246.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Match numbers from financial form	$39,246.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Match Percentage	100.00%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Match Source	FY2024	FY2023	FY2022	FY2021	FY2020	FY2019	FY2018	FY2017	FY2016	FY2015
Other Non-ESG HUD Funds										
Other Federal Funds										
State Government										
Local Government	39,246.00									
Private Funds										
Other										
Fees										
Program Income										
Total Cash Match	39,246.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Cash Match										
Total Match	39,246.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Step 8: Program Income

Program income is the income received by the recipient or subrecipient directly generated by a grant supported activity. Program income is defined in 2 CFR §200.307. More information is also available in the ESG CAPER Guidebook in the resources tab above.

Did the recipient earn program income from any ESG project during the program year?

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CITY OF ONTARIO

Consolidated Annual Performance and Evaluation Report Fiscal Year 2025-26

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HOME Match Report (HUD-40107-A)

HOME Match Report

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0171
(exp. 12/31/2012)

Match Contributions for
Federal Fiscal Year (yyyy)

Part I **Participant Identification**

1. Participant No. (assigned by HUD)	2. Name of the Participating Jurisdiction	3. Name of Contact (person completing this report)
M-22-MC-06-0524	City of Ontario	Hannah Mac Kenzie

5. Street Address of the Participating Jurisdiction	4. Contact's Phone Number (include area code)
208 W. Emporia St.	909-395-2753

6. City	7. State	8. Zip Code
Ontario	CA	91764

Part II **Fiscal Year Summary**

1. Excess match from prior Federal fiscal year	$ 370,080.04	
2. Match contributed during current Federal fiscal year (see Part III.9.)	$ 390,580.87	
3. Total match available for current Federal fiscal year (line 1 + line 2)		$ 760,660.91
4. Match liability for current Federal fiscal year		$ 206,001.50
5. Excess match carried over to next Federal fiscal year (line 3 minus line 4)		$ 554,659.41

Part III **Match Contribution for the Federal Fiscal Year**

1. Project No. or Other ID	2. Date of Contribution (mm/dd/yyyy)	3. Cash (non-Federal sources)	4. Foregone Taxes, Fees, Charges	5. Appraised Land / Real Property	6. Required Infrastructure	7. Site Preparation, Construction Materials, Donated labor	8. Bond Financing	9. Total Match
Activity 919, Project 3	06/30/2025	390,580.87						390,580.87

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Name of the Participating Jurisdiction	Federal Fiscal Year (yyyy)

1. Project No. or Other ID	2. Date of Contribution (mm/dd/yyyy)	3. Cash (non-Federal sources)	4. Foregone Taxes, Fees, Charges	5. Appraised Land / Real Property	6. Required Infrastructure	7. Site Preparation, Construction Materials, Donated labor	8. Bond Financing	9. Total Match

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Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

Instructions for the HOME Match Report

Applicability:

The HOME Match Report is part of the HOME APR and must be filled out by every participating jurisdiction that incurred a match liability. Match liability occurs when FY 1993 funds (or subsequent year funds) are drawn down from the U.S. Treasury for HOME projects. A Participating Jurisdiction (PJ) may start counting match contributions as of the beginning of Federal Fiscal Year 1993 (October 1, 1992). A jurisdiction not required to submit this report, either because it did not incur any match or because it had a full match reduction, may submit a HOME Match Report if it wishes. The match would count as excess match that is carried over to subsequent years. The match reported on this form must have been contributed during the reporting period (between October 1 and September 30).

Timing:

This form is to be submitted as part of the HOME APR on or before December 31. The original is sent to the HUD Field Office. One copy is sent to the

Office of Affordable Housing Programs, CGHF
Room 7176, HUD, 451 7th Street, S.W.
Washington, D.C. 20410.

The participating jurisdiction also keeps a copy.

Instructions for Part II:

1. **Excess match from prior Federal fiscal year:** Excess match carried over from prior Federal fiscal year.
2. **Match contributed during current Federal fiscal year:** The total amount of match contributions for all projects listed under Part III in column 9 for the Federal fiscal year.
3. **Total match available for current Federal fiscal year:** The sum of excess match carried over from the prior Federal fiscal year (Part II. line 1) and the total match contribution for the current Federal fiscal year (Part II. line 2). This sum is the total match available for the Federal fiscal year.
4. **Match liability for current Federal fiscal year:** The amount of match liability is available from HUD and is provided periodically to PJs. The match must be provided in the current year. The amount of match that must be provided is based on the amount of HOME funds drawn from the U.S. Treasury for HOME projects. The amount of match required equals 25% of the amount drawn down for HOME projects during the Federal fiscal year. Excess match may be carried over and used to meet match liability for subsequent years (see Part II line 5). Funds drawn down for administrative costs, CHDO operating expenses, and CHDO capacity building do not have to be matched. Funds drawn down for CHDO seed money and/or technical assistance loans do not have to be matched if the project does not go forward. A jurisdiction is allowed to get a partial reduction (50%) of match if it meets one of two statutory distress criteria, indicating "fiscal distress," or else a full reduction (100%) of match if it meets both criteria, indicating "severe fiscal distress." The two criteria are poverty rate (must be equal to or greater than 125% of the average national family poverty rate to qualify for a reduction) and per capita income (must be less than 75% of the national average per capita income to qualify for a reduction). In addition, a jurisdiction can get a full reduction if it is declared a disaster area under the Robert T. Stafford Disaster Relief and Emergency Act.
5. **Excess match carried over to next Federal fiscal year:** The total match available for the current Federal fiscal year (Part II. line 3) minus the match liability for the current Federal fiscal year (Part II. line 4). Excess match may be carried over and applied to future HOME project match liability.

Instructions for Part III:

1. **Project No. or Other ID:** "Project number" is assigned by the C/MI System when the PJ makes a project setup call. These projects involve at least some Treasury funds. If the HOME project does not involve Treasury funds, it must be identified with "other ID" as follows: the fiscal year (last two digits only), followed by a number (starting from "01" for the first non-Treasury-funded project of the fiscal year), and then at least one of the following abbreviations: "SF" for project using shortfall funds, "PI" for projects using program income, and "NON" for non-HOME-assisted affordable housing. Example: 93.01.SF, 93.02.PI, 93.03.NON, etc.

   Shortfall funds are non-HOME funds used to make up the difference between the participation threshold and the amount of HOME funds allocated to the PJ; the participation threshold requirement applies only in the PJ's first year of eligibility. [§92.102]

   Program income (also called "repayment income") is any return on the investment of HOME funds. This income must be deposited in the jurisdiction's HOME account to be used for HOME projects. [§92.503(b)]

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Non-HOME-assisted affordable housing is investment in housing not assisted by HOME funds that would qualify as "affordable housing" under the HOME Program definitions. "NON" funds must be contributed to a specific project; it is not sufficient to make a contribution to an entity engaged in developing affordable housing. [§92.219(b)]

2. **Date of Contribution:** Enter the date of contribution. Multiple entries may be made on a single line as long as the contributions were made during the current fiscal year. In such cases, if the contributions were made at different dates during the year, enter the date of the last contribution.

3. **Cash:** Cash contributions from non-Federal resources. This means the funds are contributed permanently to the HOME Program regardless of the form of investment the jurisdiction provides to a project. Therefore all repayment, interest, or other return on investment of the contribution must be deposited in the PJ's HOME account to be used for HOME projects. The PJ, non-Federal public entities (State/local governments), private entities, and individuals can make contributions. The grant equivalent of a below-market interest rate loan to the project is eligible when the loan is not repayable to the PJ's HOME account. [§92.220(a)(1)] In addition, a cash contribution can count as match if it is used for eligible costs defined under §92.206 (except administrative costs and CHDO operating expenses) or under §92.209, or for the following non-eligible costs: the value of non-Federal funds used to remove and relocate ECHO units to accommodate eligible tenants, a project reserve account for replacements, a project reserve account for unanticipated increases in operating costs, operating subsidies, or costs relating to the portion of a mixed-income or mixed-use project not related to the affordable housing units. [§92.219(c)]

4. **Foregone Taxes, Fees, Charges:** Taxes, fees, and charges that are normally and customarily charged but have been waived, foregone, or deferred in a manner that achieves affordability of the HOME-assisted housing. This includes State tax credits for low-income housing development. The amount of real estate taxes may be based on the post-improvement property value. For those taxes, fees, or charges given for future years, the value is the present discounted cash value. [§92.220(a)(2)]

5. **Appraised Land/Real Property:** The appraised value, before the HOME assistance is provided and minus any debt burden, lien, or other encumbrance, of land or other real property, not acquired with Federal resources. The appraisal must be made by an independent, certified appraiser. [§92.220(a)(3)]

6. **Required Infrastructure:** The cost of investment, not made with Federal resources, in on-site and off-site infrastructure directly required for HOME-assisted affordable housing. The infrastructure must have been completed no earlier than 12 months before HOME funds were committed. [§92.220(a)(4)]

7. **Site preparation, Construction materials, Donated labor:** The reasonable value of any site-preparation and construction materials, not acquired with Federal resources, and any donated or voluntary labor (see §92.354(b)) in connection with the site-preparation for, or construction or rehabilitation of, affordable housing. The value of site-preparation and construction materials is determined in accordance with the PJ's cost estimate procedures. The value of donated or voluntary labor is determined by a single rate ("labor rate") to be published annually in the Notice Of Funding Availability (NOFA) for the HOME Program. [§92.220(6)]

8. **Bond Financing:** Multifamily and single-family project bond financing must be validly issued by a State or local government (or an agency, instrumentality, or political subdivision thereof). 50% of a loan from bond proceeds made to a multifamily affordable housing project owner can count as match. 25% of a loan from bond proceeds made to a single-family affordable housing project owner can count as match. Loans from all bond proceeds, including excess bond match from prior years, may not exceed 25% of a PJ's total annual match contribution. [§92.220(a)(5)] The amount in excess of the 25% cap for bonds may carry over, and the excess will count as part of the statutory limit of up to 25% per year. Requirements regarding bond financing as an eligible source of match will be available upon publication of the implementing regulation early in FY 1994.

9. **Total Match:** Total of items 3 through 8. This is the total match contribution for each project identified in item 1.

Ineligible forms of match include:

1. Contributions made with or derived from Federal resources e.g. CDBG funds [§92.220(b)(1)]
2. Interest rate subsidy attributable to the Federal tax-exemption on financing or the value attributable to Federal tax credits [§92.220(b)(2)]
3. Contributions from builders, contractors or investors, including owner equity, involved with HOME-assisted projects. [§92.220(b)(3)]
4. Sweat equity [§92.220(b)(4)]
5. Contributions from applicants/recipients of HOME assistance [§92.220(b)(5)]
6. Fees/charges that are associated with the HOME Program only, rather than normally and customarily charged on all transactions or projects [§92.220(a)(2)]
7. Administrative costs

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CITY OF ONTARIO

Consolidated Annual Performance and Evaluation Report Fiscal Year 2025-26

HOME Annual Performance Report (HUD-40107)

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Annual Performance Report
HOME Program

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0171
(exp. 8/31/2009)

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

This form is intended to collect numeric data to be aggregated nationally as a complement to data collected through the Cash and Management Information (C/MI) System. Participants should enter the reporting period in the first block. The reporting period is October 1 to September 30. Instructions are included for each section if further explanation is needed.

Submit this form on or before December 31. Send one copy to the appropriate HUD Field Office and one copy to: **HOME Program, Rm 7176, 451 7th Street, S.W., Washington D.C. 20410**	This report is for period (mm/dd/yyyy) Starting	Ending	Date Submitted (mm/dd/yyyy)
	M-22-MC-06-0524		Hannah Mac Kenzie

Part I Participant Identification

1. Participant Number	2. Participant Name		
	909-395-2753		
3. Name of Person completing this report	4. Phone Number (Include Area Code)		
208 W. Emporia St.	Ontario		
5. Address	6. City	7. State	8. Zip Code
CA	91764	370,080.04	390,580.87

Part II Program Income

Enter the following program income amounts for the reporting period: in block 1, enter the balance on hand at the beginning; in block 2, enter the amount generated; in block 3, enter the amount expended; and in block 4, enter the amount for Tenant-Based rental Assistance.

1. Balance on hand at Beginning of Reporting Period	2. Amount received during Reporting Period	3. Total amount expended during Reporting Period	4. Amount expended for Tenant-Based Rental Assistance	5. Balance on hand at end of Reporting Period (1 + 2 - 3) = 5
760,660.91	206,001.50	554,659.41	Activity 919, Project 3	06/30/2025

Part III Minority Business Enterprises (MBE) and Women Business Enterprises (WBE)

In the table below, indicate the number and dollar value of contracts for HOME projects completed during the reporting period.

	a. Total	Minority Business Enterprises (MBE) b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	f. White Non-Hispanic
A. Contracts 1. Number	390,580.87					
2. Dollar Amount	390,580.87					
B. Sub-Contracts 1. Number						
2. Dollar Amount						

	a. Total	b. Women Business Enterprises (WBE)	c. Male
C. Contracts 1. Number			
2. Dollar Amount			
D. Sub-Contracts 1. Number			
2. Dollar Amounts			

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Part IV Minority Owners of Rental Property

In the table below, indicate the number of HOME assisted rental property owners and the total dollar amount of HOME funds in these rental properties assisted during the reporting period.

	a. Total	Minority Property Owners				f. White Non-Hispanic
		b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	
1. Number						
2. Dollar Amount						

Part V Relocation and Real Property Acquisition

Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition. The data provided should reflect only displacements and acquisitions occurring during the reporting period.

	a. Number	b. Cost
1. Parcels Acquired		
2. Businesses Displaced		
3. Nonprofit Organizations Displaced		
4. Households Temporarily Relocated, not Displaced		

Households Displaced	a. Total	Minority Business Enterprises (MBE)				f. White Non-Hispanic
		b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	
5. Households Displaced - Number						
6. Households Displaced - Cost						

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CITY OF ONTARIO

Consolidated Annual Performance and Evaluation Report Fiscal Year 2025-26

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IDIS CAPER Report

CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in *e-snaps*

For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	ONTARIO
Organizational DUNS Number	078136223
UEI	
EIN/TIN Number	956000754
Indentify the Field Office	LOS ANGELES
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	San Bernardino City & County CoC

ESG Contact Name

Prefix	Ms
First Name	Hannah
Middle Name	
Last Name	Mac Kenzie
Suffix	
Title	Housing Manager

ESG Contact Address

Street Address 1	208 W. Emporia St.
Street Address 2	
City	Ontario
State	CA
ZIP Code	-
Phone Number	9093952753
Extension	
Fax Number	
Email Address	hmackenzie@ontarioca.gov

ESG Secondary Contact

Prefix	Ms
First Name	Helen
Last Name	McAlary
Suffix	
Title	Executive Director Community Life & Culture
Phone Number	9093952000
Extension	

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OMB Control No: 2506-0117 (exp. 09/30/2021)

Email Address	hmcalary@ontarioca.gov

2. Reporting Period—All Recipients Complete

Program Year Start Date	07/01/2024
Program Year End Date	06/30/2025

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name
City
State
Zip Code
DUNS Number
UEI
Is subrecipient a vistim services provider
Subrecipient Organization Type
ESG Subgrant or Contract Award Amount

DRAFT

CR-65 - Persons Assisted

4. Persons Served

4a. Complete for Homelessness Prevention Activities

Number of Persons in Households	Total
Adults	19
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	**19**

Table 1 – Household Information for Homeless Prevention Activities

4b. Complete for Rapid Re-Housing Activities

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	**0**

Table 2 – Household Information for Rapid Re-Housing Activities

4c. Complete for Shelter

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	**0**

Table 3 – Shelter Information

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4d. Street Outreach

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	**0**

Table 4 – Household Information for Street Outreach

4e. Totals for all Persons Served with ESG

Number of Persons in Households	Total
Adults	19
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	**19**

Table 5 – Household Information for Persons Served with ESG

5. Gender—Complete for All Activities

	Total
Male	9
Female	10
Transgender	0
Don't Know/Refused/Other	0
Missing Information	0
Total	**19**

Table 6 – Gender Information

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6. Age—Complete for All Activities

	Total
Under 18	0
18-24	0
25 and over	0
Don't Know/Refused/Other	19
Missing Information	0
Total	**19**

Table 7 – Age Information

7. Special Populations Served—Complete for All Activities

Number of Persons in Households

Subpopulation	Total	Total Persons Served – Prevention	Total Persons Served – RRH	Total Persons Served in Emergency Shelters
Veterans	0	0	0	0
Victims of Domestic Violence	0	0	0	0
Elderly	0	0	0	0
HIV/AIDS	0	0	0	0
Chronically Homeless	0	0	0	0
Persons with Disabilities:				
Severely Mentally Ill	0	0	0	0
Chronic Substance Abuse	0	0	0	0
Other Disability	0	3	0	0
Total (Unduplicated if possible)	0	0	0	0

Table 8 – Special Population Served

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CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes

8. Shelter Utilization

Number of New Units - Rehabbed	0
Number of New Units - Conversion	0
Total Number of bed-nights available	0
Total Number of bed-nights provided	0
Capacity Utilization	0.00%

Table 9 – Shelter Capacity

9. Project Outcomes Data measured under the performance standards developed in consultation with the CoC(s)

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CR-75 – Expenditures

11. Expenditures

11a. ESG Expenditures for Homelessness Prevention

	Dollar Amount of Expenditures in Program Year		
	2022	**2023**	**2024**
Expenditures for Rental Assistance	0	0	39,246
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	0	0	0
Expenditures for Housing Relocation & Stabilization Services - Services	48,454	0	0
Expenditures for Homeless Prevention under Emergency Shelter Grants Program	0	0	0
Subtotal Homelessness Prevention	**48,454**	**0**	**39,246**

Table 10 – ESG Expenditures for Homelessness Prevention

11b. ESG Expenditures for Rapid Re-Housing

	Dollar Amount of Expenditures in Program Year		
	2022	**2023**	**2024**
Expenditures for Rental Assistance	0	0	0
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	0	0	0
Expenditures for Housing Relocation & Stabilization Services - Services	0	0	0
Expenditures for Homeless Assistance under Emergency Shelter Grants Program	0	0	0
Subtotal Rapid Re-Housing	**0**	**0**	**0**

Table 11 – ESG Expenditures for Rapid Re-Housing

11c. ESG Expenditures for Emergency Shelter

	Dollar Amount of Expenditures in Program Year		
	2022	**2023**	**2024**
Essential Services	0	0	0
Operations	5,253	0	0
Renovation	0	0	0
Major Rehab	0	0	0
Conversion	0	0	0

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Subtotal	**5,253**	**0**	**0**

Table 12 – ESG Expenditures for Emergency Shelter

11d. Other Grant Expenditures

	Dollar Amount of Expenditures in Program Year		
	2022	**2023**	**2024**
Street Outreach	80,979	0	0
HMIS	0	0	0
Administration	5,145	0	0

Table 13 - Other Grant Expenditures

11e. Total ESG Grant Funds

Total ESG Funds Expended	2022	2023	2024
	139,831	0	39,246

Table 14 - Total ESG Funds Expended

11f. Match Source

	2022	2023	2024
Other Non-ESG HUD Funds	0	0	0
Other Federal Funds	0	0	0
State Government	0	0	0
Local Government	0	0	0
Private Funds	0	0	0
Other	0	0	0
Fees	0	0	0
Program Income	0	0	0
Total Match Amount	**0**	**0**	**0**

Table 15 - Other Funds Expended on Eligible ESG Activities

11g. Total

Total Amount of Funds Expended on ESG Activities	2022	2023	2024
	139,831	0	39,246

Table 16 - Total Amount of Funds Expended on ESG Activities

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CITY OF ONTARIO *Agenda Report* **September 15, 2026**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Fire Department Prepared By: Kemi Makinde Staff Member Presenting: Mike Gerken, Fire Chief Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 18

SUBJECT: **AUTHORIZE THE AGREEMENT FOR GROUND AMBULANCE SERVICES WITH CONSOLIDATED FIRE AGENCIES (CONFIRE) AND CITY OF ONTARIO**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute all documents related to the Agreement (on file with Records Management) between the Consolidated Fire Agencies (CONFIRE); and authorize the City Manager or his designee to negotiate all terms necessary to finalize the Agreement for implementation of ground ambulance transport services effective October 1, 2026.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Operate in a Businesslike Manner

FISCAL IMPACT: Based on the unit hour utilization rate, Staff project the appropriated budget to be offset by anticipated revenue (net neutral) through this new service delivery model. CONFIRE will reimburse the City for ambulance transport services based on the Unit Hour Cost (UHC) associated with the ambulance resources provided by the Ontario Fire Department. For front-line deployment using regularly scheduled City-owned ambulance apparatus and equipment, the UHC is $181.73 per unit hour, and for surge deployment, the reimbursement rate is $164.06 per unit hour. CONFIRE will also reimburse the City $40.43 for medical restock and supplies for each completed transport performed using City-owned ambulance.

Payments will be made quarterly based on invoices prepared from Computer Aided Dispatch (CAD) data reflecting the in-service hours and completed transports provided by the Ontario Fire Department. CONFIRE will evaluate the reimbursement rates annually on or before March 1. If approved, additional appropriations and associated revenues will be included in the General Fund at a future quarterly budget update to City Council for approval as needed for ambulance transport services.

BACKGROUND & ANALYSIS: In 2020, the Ontario Fire Department began experiencing significant

ambulance delays and challenges with the County's private ambulance provider's ability to meet contractual response time obligations. In 2022, to address these delays and improve regional ambulance service delivery, the City of Ontario and the Emergency Medical Services Division of CONFIRE (Consolidated Fire Agencies), a joint powers authority, signed a Letter of Intent to begin working together on developing and implementing a regional emergency and non-emergency ground ambulance transportation program throughout San Bernardino County. This collaborative effort aims to provide both Advanced Life Support (ALS) and Basic Life Support (BLS) ground ambulance services to the community.

CONFIRE, in partnership with Priority Ambulance, responded to Request for Proposal (RFP) Number ICEMA23-ICEMA-4811 for emergency ambulance and interfacility transport services. On December 5, 2023, the San Bernardino County Board of Supervisors awarded the RFP to CONFIRE EMS & Mobile Health. As a member of CONFIRE EMS & Mobile Health, the City of Ontario, through its Fire Department, will deploy two fully equipped and staffed Advanced Life Support and Basic Life Support Ground Ambulances, along with providing staffing, as needed, for one reserve CONFIRE ambulance to meet surge capacity.

The implementation of the regional ambulance program was placed on hold following an injunction issued by the State Superior Court on September 12, 2024. The injunction halted implementation of the ambulance services that had been scheduled to begin October 1, 2024. On May 6, 2026, the State Superior Court lifted the injunction, allowing CONFIRE to re-establish its implementation process and proceed toward system deployment. With the injunction lifted and implementation moving forward, the Ontario Fire Department has received authorization to commit three Advanced Life Support (ALS) ambulances to the newly established CONFIRE EMS ambulance service beginning October 1, 2026.

The Agreement establishes the reimbursement methodology for the City's provision of ambulance transport services. The Ontario Fire Department will provide ambulance transport services using City personnel and ambulance apparatus for front-line deployment. CONFIRE will compensate the City based on the applicable Unit Hour Cost (UHC), which is intended to reimburse the City for the cost of providing ambulance resources and associated personnel. The Agreement establishes a baseline deployment consisting of two fully equipped and staffed emergency ground ambulances for front-line deployment and one fully equipped reserve emergency ground ambulance. CONFIRE will compensate the City of Ontario with a unit hour rate of $181.73 per unit hour for each.

The Ontario Fire Department will provide surge ambulance capacity utilizing one Priority ambulance which will be housed at a fire station. This unit will be crossed staffed by Ontario Fire Department personnel and placed into service on a temporary as needed basis to address reduced unit availability, emergencies, or disaster operations. CONFIRE will compensate the City of Ontario $164.06 per unit hour for this unit.

With the initial Letter of Intent setting the stage, the City's participation in CONFIRE's regional ambulance system is intended to improve ambulance availability, reduce delays in ambulance transport, provide greater operational coordination among participating agencies, and establish a sustainable regional approach to emergency medical transportation. The regional model also allows the City, and participating fire agencies, to leverage existing personnel, infrastructure, and emergency response capabilities while maintaining local operational control.

As implementation moves toward the October 1, 2026 go-live date, Staff recommends that the City Council authorize the Agreement between CONFIRE and the City of Ontario for the provision of ground ambulance transport services. Approval will allow the Ontario Fire Department to proceed with the final operational and administrative steps necessary to deploy the City's three ALS ambulances as part of the CONFIRE EMS ambulance system.

Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County

Consolidated Fire Agencies (CONFIRE)
and
San Bernardino County

December 2023

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Agreement with CONFIRE For Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County

This Agreement ("Agreement"), entered into this _____day of, 2023, by and between SAN BERNARDINO COUNTY, a political subdivision of the State of California, hereinafter called "County" and CONFIRE, hereinafter called "Contractor".

WITNESSETH:

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to contract for ground ambulance services, interfacility and critical care transport (Services) for designated Exclusive Operating Areas (Comprehensive Service Area) as described in Section 3.1 and as provided for in Section 1797.224 of the California Health and Safety Code; and

WHEREAS, the County has designated the Inland Counties Emergency Medical Agency (ICEMA) as its Local Emergency Medical Services Agency (LEMSA) and has determined that requests for emergency ambulance service shall be met through an integrated system of paramedic equipped and staffed ambulances and paramedic equipped and staffed first response vehicles; and

WHEREAS, Division 2.5 of the Health and Safety Code Sections 1797.224 and 1797.85 allows the LEMSA to create Exclusive Operating Areas (EOA) for emergency ambulance service and for advanced life support and contract with an ambulance provider through a competitive process for the provision of such services as more specifically hereinafter set forth; and

WHEREAS, the County conducted a competitive process in accordance with State law and County policy to find a Contractor to provide these services, and

WHEREAS, CONFIRE submitted a proposal in response to a competitive process which included the services of a subcontractor ambulance provider and such subcontractor services are a necessary part of this agreement, and

WHEREAS, a County Proposal Review Committee comprised of experts in healthcare services recommends CONFIRE as a qualified proposer; and

WHEREAS, on June 5, 2023, County issued a Notice of Intent to Negotiate for the Comprehensive Service Area with Contractor based on the Contractor's submitted proposal and after review and analysis of an independent evaluation panel; and

WHEREAS, the County finds Contractor qualified to provide ground ambulance services, interfacility and critical care transport services; and

WHEREAS Title 22 of the California Code of Regulations, at Section 100168 of Division 9, Chapter 4, Article 7, requires a written agreement for services; and

WHEREAS, County and Contractor wish to enter into this performance-based Agreement for the Contractor's provision of services; and

WHEREAS, Contractor will be responsible for the performance of its obligations according to the provisions of this Agreement and a subcontractor will not relieve Contractor of its responsibilities and obligations, and

WHEREAS, Contractor's subcontract with its ambulance subcontractor shall be subject to all terms and provisions of this Agreement, and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the above Recitals are hereby incorporated herein, and County and Contractor mutually agree to the following terms and conditions:

SECTION I - ADMINISTRATION OF THE AGREEMENT AND TERMS

1.1 AGREEMENT ADMINISTRATION

The Inland Counties Emergency Medical Agency (ICEMA) shall represent the County in all matters pertaining to this Agreement and shall serve as the Agreement Administrator on behalf of the County. The Executive Officer, EMS ICEMA Administrator or designee may:

A. Audit and inspect the Contractor's operational, finance, patient care, and personnel records.

B. Monitor the Contractor's EMS service delivery and performance for compliance with standard of care as defined through law, regulation, ordinance, agreement, and EMS Agency policies and procedures; and

C. Provide technical guidance and/or direction, as ICEMA deems appropriate; and

D. Contractor and any subcontractors do, by this Agreement, agree to perform their said work and functions at all times in strict accordance with currently approved methods and practices in their field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County concerned.

1.2 AGREEMENT TERM

Prior to or immediately following award and selection of Contractor's proposal by the San Bernardino County Board of Supervisors, Contractor shall have in place an executed subcontract for emergency ambulance services. This Agreement shall be effective upon the subcontract meeting the subcontracting requirements expressed in the County RFP, and approval and execution of this Agreement by Contractor and the County. This Agreement will be effective for five years.

A. Services shall commence on April 1, 2024, at 00:01 AM, Pacific Time and its initial term shall end at 23:59:59 hours, Pacific Standard Time on March 31, 2029, unless modified as set forth below.
B. In the event that the County is not able to approve this agreement by September 30, 2023, the commencement date for services shall be postponed for six months until October 1, 2024 and Contractor will cooperate in good faith with transitioning from the existing provider who will continue to provide services during the transition period. If the commencement date is postponed, the term shall end five years thereafter.

1.3 CREATION OF THE AGREEMENT

This Agreement and its Exhibits shall control the relationship between parties and act as the primary document and has been created from the Request for Proposal (RFP) #: ICEMA23-ICEMA-4811 dated December 20, 2022, and all addenda thereto and the Contractor's proposal in response to that RFP dated April 6, 2023, including supplemental submissions in response to questions by the County. In the event of an ambiguity or conflict between the terms of this Agreement, and the RFP, RFP addenda, or proposal, the terms of this Agreement shall control. In the event of inconsistent, ambiguous or unknown terms any such inconsistency, ambiguity or missing necessary terms shall be resolved in order of precedence, by referring to the terms, conditions, or statements first in this Agreement and Exhibits, second in the attached RFP (including the County standard terms in the RFP Contract Template) and its addenda, and third in the proposal.

1.4 CONDITIONS FOR EXTENSION OF THE AGREEMENT

ICEMA may recommend to the Board of Supervisors an extension of this Agreement for a second five-year term which shall end at 23:59:59 hours Pacific Standard Time on the date immediately preceding the fifth anniversary of the commencement date. County and Contractor agree that Contractor's performance in meeting and/or exceeding the terms and conditions of the Agreement shall be the primary determining factor considered for an Agreement extension. Any Agreement extension shall be mutually agreed to by the parties and set forth in a signed written agreement.

A. As outlined in Section 12.3 of this agreement, the County's Emergency Medical Care Committee (EMCC) shall annually submit to ICEMA Administrator its observations and recommendations following its review of the Contractor's annual performance in each of the following categories:

   (1) Overall compliance with the terms and conditions this Agreement.

   (2) Compliance with response time Standards.

   (3) Compliance to Clinical Performance Measures.

   (4) Effectiveness of quality management program in assuring the consistent delivery of high-quality clinical care.

   (5) Financial stability.

   (6) Cooperation of Contractor's personnel in collaborating with ICEMA and system stakeholders to deliver efficient, effective and compassionate prehospital care to the residents and visitors of the County.

   (7) Customer satisfaction.

   (8) Community engagement, including education and prevention activities.

B. ICEMA shall review the observations and recommendations of the EMCC and at the County's sole discretion, the ICEMA Administrator shall inform the Contractor in writing not later than one year prior to the expiration of this Agreement of the approval or denial of the 5-year term extension. Once an extension offer is provided to Contractor, Contractor has no more than 30 calendar days to reply in writing with the acceptance or denial of the contract extension offer.

1.5 INDEPENDENT CONTRACTOR

As expressed in Section 12.20, Contractor shall perform this Agreement as an independent Contractor. Contractor and the officers, agents, and employees of Contractor are not, and shall not be deemed, County employees for any purpose, including workers' compensation and employee benefits. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which duties imposed on Contractor by this Agreement shall be performed; provided, however, that County may monitor the work performed by Contractor.

1.6 ASSIGNMENTS OR SUBCONTRACTING

A. Contractor will be responsible for the performance of its obligations according to the provisions of this Agreement and a subcontract will not relieve Contractor of its responsibilities and obligations.

Contractor's subcontract with an ambulance subcontractor, is a necessary requirement of this agreement and shall be subject to all terms and provisions including the qualifications in this Agreement and any subsequent Agreements. Nothing contained in the Agreement or otherwise, creates any contractual relationship between County and an ambulance subcontractor. Contractor agrees to be fully responsible to County for acts and omissions of its ambulance subcontractor.

B. Contractor's Ambulance Subcontractor
   (1) The Parties acknowledge and agree that:
      i. Contractor has entered into a written subcontract with a private ambulance service to perform services under, and obligations required by, this Agreement, in such subcontract is a necessary requirement for the performance of this agreement.
      ii. Contractor's private ambulance service subcontractor is an independent contractor of the Contractor.
      iii. References to "Contractor" may refer to Contractor, its private ambulance service subcontractor, or both Contractor *and* its private ambulance service subcontractor, as applicable.
      iv. Nothing in this Agreement shall be construed to create a "joint employer" relationship between County, Contractor, or the private ambulance service subcontractor and their respective employees.
      v. Contractor must provide a copy of such subcontract and any such amendments to the County.
      vi. Contractor shall not terminate the agreement or services of subcontractor without the County's written consent, in the County's sole discretion.

C. Contractor may subcontract ancillary services, such as billing; professional, legal, and advisory services; and fleet maintenance.

1.7 SPECIFIC PERFORMANCE

It is agreed that Contractor, including the agents, employees, and authorized subcontractors of Contractor, shall be the sole providers of the services required by this Agreement. Because the services to be performed by Contractor and subcontractor under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, County, in addition to any other rights or remedies which County may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by Contractor.

SECTION II - NOTICES

2.1 AGREEMENT COMMUNICATION

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

A. Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

B. First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

C. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

D. Overnight Delivery: When delivered by overnight delivery (Federal Express /United Parcel Service/OHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

E. Electronic mail (email) transmission: When sent by email to the recipient known to the party giving notice, notice is effective on receipt, provided that: (1) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery; or (2) the receiving party provides an email response confirmation of receipt. Any notice given by email after 5:00 p.m. (recipient's time) or a non-business day, shall be deemed received on the next business day.

F. Facsimile (fax): When sent by fax to the recipient known to the party giving notice, notice is effective on receipt, provided that: (1) a duplicate copy of the notice is promptly sent by first-class, certified mail, or by overnight delivery; or (2) the receiving party emails a confirmation of receipt. Any notice given by fax after 5:00 p.m. (recipient's time) or on a non-business day, shall be deemed received on the next business day.

Addresses for purpose of giving notice are as follows:

To County:
Inland Counties Emergency Medical Agency
EMS Administrator
1425 South D Street
San Bernardino, CA 92415
Phone: (909) 388-5830
Fax: (909) 388-5850
Email: Daniel.munoz@cao.sbcounty.gov

To Contractor:
CONFIRE
1743 Miro Way
Rialto, CA 92376
Phone: (909) 356-2377
Fax: (909) 356-3809
Email: ncooke@confire.org

With any substantive changes to terms of the agreement a copy to:

Lindsay K. Moore
Attorney at Law
lmoore@kblegal.us
Kingsley Borad LLP
600 Coolidge Drive, Suite 160
Folsom, CA 95630
(916) 932-2500

E. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

2.2 CHANGE OF CONTACT INFORMATION

Any party may change its address, fax number, or email address by giving the other party notice of the change in any manner permitted by this Agreement.

SECTION III - ROLES AND RESPONSIBILITIES

3.1 SERVICES TO BE PERFORMED BY CONTRACTOR

A. Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for a Comprehensive Service Area EOA in San Bernardino County

(1) As provided for in Section 1797.224 of the California Health and Safety Code and under the general direction of the Inland Counties Emergency Medical Agency (ICEMA), CONTRACTOR shall provide ground ambulance transportation services, interfacility transport services and critical care transport services for the following Exclusive Operating Areas (EOA) within San Bernardino County defined as the Comprehensive Service Area; EOA 1, EOA 2, EOA 3, EOA 4, EOA 5b, EOA 6, EOA 7, EOA 8, EOA 9, EOA 11 and EOA 12a.

(2) Contractor is hereby granted the right to be the exclusive provider of emergency and non-emergency ambulance requests originating in the Comprehensive Service Area including:

- All ALS and BLS 911 requests for ambulance service.
- Requests for emergency ambulance service made directly to CONTRACTOR without going through the authorized dispatch center including a seven-digit phone number.
- Ambulance transport to an emergency department from the scene of an emergency,
- Ambulance transports to an emergency department originating from a skilled nursing facility, physician's office, medical clinic, residential care facility, or other medical facilities.
- Potential non-transport response with treatment and referral.
- Potential transport to an alternative destination.
- All ALS, BLS, IFT and CCT requests directed to Contractor.
- Requests for mutual aid by the ICEMA designated EMD Center.
- Requests for ambulance stand-by services such as working fires, hazardous materials incidents, hostage/Special Weapons and Tactics (SWAT) events, including disaster drills or other requests by ICEMA.

(3) Contractor and/or subcontractor shall enter into a written agreement with the ICEMA designated EMD Center for EMD dispatching services. ICEMA shall have the right to review and approve the terms of the agreement to ensure consistency with the objectives of this Agreement.

(4) ICEMA has authorized CONFIRE as a designated EMD dispatch center. Contractor agrees to provide all required emergency, non-emergency, IFT and standby ambulance dispatch, Emergency Medical Dispatch (EMD), System Status management (SMS), including all necessary technology and radio needs to perform these functions for the duration of this Agreement in accordance with California Senate Bill 438 (2019, Government Codes 53110 and 53100.5) and Sections 1797.223 and

1798.8 to the Health and Safety Code and ICEMA Policy 4100.

(5) Contractor shall perform the following services to the satisfaction of ICEMA:

a. Contractor and/or subcontractor shall respond, upon notification from the ICEMA designated Emergency Medical Dispatch (EMD) Center, 24 hours a day, 365 days a year with an appropriately staffed and equipped ALS, BLS or IFT/CCT ambulance. The Contractor's response shall be in a manner consistent with the specific requirements of the request. Such requirements shall vary depending upon whether the request for ambulance service is in response to a 911 medical emergency, non-emergency, or the need to post an ambulance to provide optimum coverage to the Comprehensive Service Area or an adjacent area.

b. Ambulance response times must meet the response-time standards set forth herein, and every ambulance unit must be at the appropriate staffing and equipment level as determined following ICEMA Medical Priority Dispatch System (MPDS) Policy 4100, as may be amended from time to time.

c. Clinical performance must be consistent with ICEMA's policies and approved medical standards. Medical care must meet the Clinical Performance Measures established jointly following contract award. Services and care delivered must be evaluated by the Contractor's internal quality improvement program as approved by ICEMA and incorporated into the County's EMS system quality improvement program to improve and maintain effective clinical performance. The Contractor must make a persistent effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

d. This Agreement requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. The holder of an exclusive contract that fails to perform to the standards required may be found to be in breach of their contract and promptly replaced to protect the public health and safety of San Bernardino County visitors and residents.

e. Contractor shall ensure that relevant and frequent educational courses are offered to assist field personnel in maintaining certification/licensure as required by this Agreement, and as defined in California Code of Regulations, Title 22, Division 9, Chapters 2, 4 and 11 and, to the extent possible, shall be built upon observation and findings derived from the quality improvement system.

f. Contractor shall develop and maintain a comprehensive and relevant quality improvement plan and system that compliments and interfaces with the ICEMA quality improvement system. This plan shall be submitted prior to the commencement of service and shall be submitted annually, no later than December 31 of each calendar year.

g. Contractor shall collaborate with system stakeholders in pilot or research programs as requested by the ICEMA Medical Director and authorized by the ICEMA Administrator. ICEMA must approve all pilot or research programs. Contractor agrees that its participation in pilot or research programs shall entail no cost to the County. Contractor further agrees that services provided under pilot or research

programs shall be in addition to the services described herein. If a pilot or research program would have a financial impact on Contractor, ICEMA agrees to meet and confer with Contractor over that impact including implementation and ongoing cost mitigation.

3.2 MEDICAL CONTROL

A. Medical Control Authority

Contractor acknowledges that ICEMA's Medical Director has the authority to develop overall plans, policies, and medical standards to assure that effective levels of Ambulance and prehospital EMS care are maintained within the county and that the Medical Director has the authority for establishing the required drug inventories and Medical Protocols and that Contractor, its employees, and all personnel providing services under sub-contract(s) or agreements are subject to said plan, policies, standards and protocols.

B. Adherence to Medical Control Standards

ICEMA has an established system of medical control through the ICEMA Medical Director of the EMS System. Contractor shall adhere to the standards of medical control established by ICEMA.

C. Compliance with Laws and Policies

Contractor shall comply with ICEMA's EMS Policies and Protocol Manual and other directives, e.g., special memos, which may be issued under ICEMA Medical Director's authority.

3.3 LEVEL MANDATE

Contractor is mandated to and shall respond to all requests for services using an Advanced Life Support (ALS) Ambulance, except where Basic Life Support (BLS) ambulances may be used as set forth in the Agreement and in accordance with EMD requirements once authorized by ICEMA.

A. ALS Ambulances must be staffed with at least one (1) ICEMA accredited paramedic and the second crew member may be another accredited paramedic or a California state certified EMT.

B. BLS ambulances must be staffed with two (2) California state certified EMTs. All responses by a BLS ambulance will conform to ICEMA Policy 4100.

C. Notwithstanding any other provision of this Agreement, because this Agreement requires the Contractor to respond at the ALS or BLS level to all emergency calls, Contractor shall bill rates in accordance with applicable laws and this Agreement.

3.4 STAND-BY SERVICES

A. Contractor shall provide, at no charge to County or the requesting agency, ambulance and/or Field Supervisor stand-by services at the scene of an emergency incident within the Comprehensive Service Area where there may be an imminent life threat when directed by the ICEMA designated EMD Center or upon request of a public safety agency Incident Commander.

B. A unit placed on stand-by shall be dedicated to that incident unless released by the Incident Commander or the ICEMA designated EMD Center.

C. Contractor shall notify the ICEMA Duty Officer of stand-by periods exceeding two (2) hours.

D. Contractor may enter into a separate contract with a sponsor for the provision of an ambulance standby at a special event. If the Contractor enters into a contract for standby special event, they must not utilize a 911 system ambulance.

3.5 MUTUAL AID

A. Contractor must respond to requests for mutual aid made at the Regional, State, or Federal levels as part of the Regional, State and/or Federal response system, if directed to do so by the ICEMA Administrator, the ICEMA EMS Duty Officer, or the San Bernardino County Medical Health Operational Area Coordinator (MHOAC) unless the request would fundamentally cause immediate failure of service to the Comprehensive Service Area EOA. Any mutual aid refusal must be in consultation with the ICEMA Administrator or their designee.

B. Contractor shall respond to in-county or neighboring jurisdiction mutual aid which may be requested through the ICEMA designated EMD Center or the ICEMA Administrator or their designee, unless the Field Supervisor or the ICEMA designated EMD Center can verify that a given request would cause immediate failure of service to the Comprehensive Service Area. Any mutual aid refusal must be in consultation with the ICEMA Administrator or designee:

(1) The number and nature of mutual aid responses to any neighboring jurisdiction; and,

(2) The number and nature of mutual aid responses made by other agencies to calls originating within the Contractor's Comprehensive Service Area EOA.

(3) Contractor shall not be held accountable for Emergency response time compliance for any mutual aid assignment originating outside the Comprehensive Service Area and these calls will not be counted in the total number of calls used to determine response time compliance.

3.6 DISASTER PREPAREDNESS AND RESPONSE

A. Multi-Hazard Disaster and Multi-Casualty Plans

(1) The Contractor shall have a robust internal multi-hazard disaster plan which includes, but is not limited to, triggers for activation, notifications, communications, staffing, vehicles, equipment, and EMS surge supplies needed for at least five (5) days.

(2) The Contractor shall participate with ICEMA in disaster planning activities and participate in the Healthcare Preparedness Planning Partnership and other disaster committees as requested by ICEMA. This includes assigning a disaster coordinator who shall have responsibility for multi/mass-casualty and disaster planning and providing field personnel and transport resources for participation in any ICEMA approved disaster drill in which the disaster plan/multi-casualty incident plan is exercised.

(3) Contractor agrees to coordinate with public health, the Office of Emergency Services, ICEMA and first responders to plan and exercise for mass testing, vaccination, public responses, prophylaxis and PPE distribution.

(4) Contractor shall ensure all EMS personnel, supervisory personnel, and management personnel are trained in Incident Command System (ICS), Standardized Emergency

Management System (SEMS), and National Incident Management System (NIMS). Current training standards include:

a. Non-supervisory field personnel: ICS-100, ICS-200, IS-700, IS-800, and SEMS,

b. Supervisory field personnel: ICS-100, ICS-200, ICS-300, IS-700, IS-800, and SEMS,

c. Management personnel and personnel who may be assigned to a department or Operational Area Emergency Operations Center: ICS-100, ICS-200, ICS-300, ICS-400, IS-700, IS-800, and SEMS.

(5) The Contractor will ensure EMS personnel responding to a Mass Casualty Incident (MCI), disaster, or other large-scale emergencies are fully trained in the EMS system.

(6) Contractor shall designate management personnel who have primary responsibility and accountability for preparedness and disaster operations and access to local resources.

(7) The Contractor will participate in the Ambulance Strike Team (AST) program and must ensure that AST responders and AST unit leaders have been appropriately trained and approved by ICEMA.

(8) The Contractor shall have field and supervisory personnel familiar with and trained in, the California Tactical Casualty Care Training Guidelines to respond as a medical support service provider to law enforcement incidents and provide field tactical medical care to casualties, as necessary.

B. Disaster Reimbursement

ICEMA will make reasonable efforts to support the Contractor in obtaining reimbursement for disaster response efforts both within and outside of the County when such funds are available. The Contractor will ensure all documentation meets the Federal Emergency Management Agency (FEMA) eligibility and/or other federal funding standards, policies, and guidelines.

C. Emergency Operations Plan

Contractor shall be prepared to fulfill its role in the County's Emergency Operations Plan and MCI plans and provide a written local multi-hazard disaster plan to the ICEMA Administrator before the later of (1) April 1, 2024 or (2) the commencement of the contract term, if it is a date other than April 1, 2024. The plan should include triggers for activation, notifications, communications, staffing, vehicles, equipment, hospital and healthcare facility evacuations. The plan also shall identify EMS surge supplies needed for a minimum of 72 hours.

D. Continuity of Operations

Contractor shall submit a Continuity of Operations Plan (COOP) to the ICEMA Administrator for approval, by the later of (1) April 1, 2024 or (2) the commencement of the contract term, if it is a date other than April 1, 2024. The COOP will comprehensively describe the organization's continuity of business plans for management of incidents or disasters, which disrupt the normal ability to provide EMS service.

E. Incident Notification

Contractor shall have a mechanism in place to communicate current field information to appropriate ICEMA staff during multi-casualty, disaster response, hazardous materials incidents, and other unusual occurrences as specified and approved by the ICEMA Administrator.

F. Emergency Recall of Workforce

Contractor shall have the ability to efficiently and effectively recall personnel to increase ambulance deployment to meet demand for service within the Comprehensive Service Area.

G. Personal Protective Equipment

Contractor shall provide Personal Protective Equipment (PPE) for all field personnel, consistent with the standards of Emergency Medical Services Authority (EMSA) Guideline 216: Minimum PPE for Ambulance Personnel in California, as well as all other applicable State and Federal requirements.

H. Disaster Response Vehicle

(1) Contractor shall contract with the California Emergency Medical Services Authority (EMSA), to house, maintain, manage, and staff the EMSA state-issued Disaster Medical Support Unit (DMSU). This includes deploying the DMSU when requested by the ICEMA Administrator, or the Medical Health Operational Area Coordinator (MHOAC), via the MHOAC/Regional Disaster Medical Health Specialist (RDMHS) mutual assistance system. This vehicle shall not be used in routine, day-to-day operations, and shall be fully stocked at all times and kept in good working order.

a. The DMSU shall be available for emergency response to a disaster site or designated location. This vehicle may be used to carry EMS personnel and equipment to a disaster site.

b. Contractor shall be required to participate in any ICEMA approved disaster drill in which the County disaster plan/multi-casualty incident plan is exercised.

3.7 AIR AMBULANCE SERVICE

County does not expect Contractor to provide air ambulance services and reserves the right to enter into separate transport agreements with air ambulance providers.

3.8 RESPONSE AND TRANSPORT EXCEPTIONS AND LIMITATIONS

A. Response

(1) As outlined in this Agreement, Contractor has an obligation to respond to all emergency medical requests in the Comprehensive Service Area and provide at scene care and ambulance transport in accordance with ICEMA policy except for Mutual Aid requests.

(2) Pursuant to the California Health and Safety Code, including Sections 1798.6 (a) and 1797.220, ICEMA delegates to Contractor's first arriving ALS response unit the authority and responsibility to function as the authority for patient health care management at the scene of the emergency, unless an ALS fire agency provider with jurisdiction for that area is on scene.

(3) Contractor is authorized to use the following alternative modes to provide improved ALS access at the scene of an emergency in accordance with ICEMA approval: "Rapid Resource Vehicles" (RRV), bicycle paramedic, water rescue boat, and off-road vehicles to support improved ALS access in remote areas, special events, and challenging response areas.

B. Transport

(1) Contractor shall be required to transport patients from all areas of the Comprehensive Service Area EOA, in accordance with ICEMA Policies and Procedures.

(2) Contractor personnel are prohibited from influencing a patient's destination selection other than as outlined in ICEMA Policies and procedures.

SECTION IV - DEPLOYMENT

4.1 AMBULANCE DEPLOYMENT REQUIREMENTS

A. Requirements

(1) Contractor's response time obligations are performance-based. Contractor has identified an initial minimum of 10,371 weekly Unit Hours, which averages 1,482 unit hours per day, and a deployment of 93 peak ambulances including ALS, BLS, IFT and CCT and a low of 30 ambulances for all 911 emergency, interfacility and CCT responses. Contractor shall commit and be responsible for deploying the initial minimum and increase if necessary to achieve the response time requirements for ambulance service requests within the Comprehensive Service Area. Contractor shall deploy ambulance resources in a manner consistent with the requirement of the Agreement.

(2) The initial deployment plan Unit Hours shall not be decreased for the first twelve months of operations.

(3) Ambulance System Status Plans (SSP) must be reviewed by ICEMA annually. The plan will describe:

a. Proposed locations of ambulances and numbers of vehicles to be deployed including Unit Hours deployed during each hour of the day and day of the week including seasonal variations.

b. Mechanisms to meet the demand for ambulance response during peak periods or unexpected periods of unusually high call volume and other surge events, including disasters, large fires, a pandemic or high flu season.

c. Use of On-Call crews.

d. Include a process that identifies how additional ambulance unit hours will be added by the Contractor if the on-time response time performance standards are not met.

e. Include a map identifying post locations within the Eastern, Western and High Desert 911 Divisions and a map for the Interfacility Operations.

f. Include a response and surge coverage plan that includes provisions for equal protection for all EOAs within the Comprehensive Service Area.

SECTION V - OPERATIONS

5.1 EMERGENCY RESPONSE ZONES AND RESPONSE TIME MANAGEMENT

The goal of the Inland Counties Emergency Medical Agency (ICEMA) is to ensure a high-performing Emergency Medical Services (EMS) system. The Contractor must commit to employ whatever effort is necessary to achieve the response time requirements for ambulance service requests within the Comprehensive Service Area. It is the Contractor's sole responsibility to be familiar with the geographic and weather considerations and throughout the Comprehensive Service Area identified in this Agreement.

Contractor will be held accountable from the time Contractor's dispatch center receives all necessary information in order to respond, e.g. address and patient condition, until the time the dispatch center is notified by radio or other reliable method that the emergency ground ambulance arrives (wheels stopped) at the address site or at a designated or assigned staging area.

Ambulance response time standards are designed to provide the appropriate pre-hospital clinical care in a time frame that is appropriate to the patient's situation. There are eleven (11) Exclusive Operating Areas (EOAs) in the Comprehensive Service Area, and response times are based on response priority, population density and historical call volume. The Contractor will be required to meet all response times at the 90th percentile in each of the eleven (11) EOAs. Each incident's expected response time will be based on call priority (Code 2 or 3) and response area (urban, suburban, rural, wilderness). ICEMA will require the Contractor to implement a performance improvement plan that includes a root cause analysis for any EOA or response area falling below 90%. All attempts to comply with response time requirements, including system status plan adjustments or increased ambulance unit hours, must be part of a corrective action plan.

Response time compliance will be measured monthly.

A. 911 Response Time Standards

(1) Response times are based on call prioritization as determined by the ICEMA Medical Director and population density as defined by ICEMA.

Code 3 Responses - Immediate dispatch of an Advanced Life Support (ALS) ambulance with lights and siren.

Code 2 Responses - Immediate dispatch of an Advanced Life Support (ALS) or Basic Life Support (BLS) ambulance, with no lights and siren.

a. The Contractor must meet response times for all 911 ambulance requests at the 90th percentile in each of the eleven (11) EOAs, for response time expectations based on call priority and response area (Urban, Suburban, Rural and Wilderness) as illustrated in the chart below.

Response Priority	Urban	Suburban	Rural	Wilderness
Code 3 ALS	9:59	14:59	29:59	59:59
Code 2 ALS/BLS	15:59	22:59	44:59	99:59

(2) Extended Response Time: A response time more than ten (10) minutes over the applicable response time described above shall be considered an Extended Response. ICEMA will require the Contractor to audit all Extended Responses to identify the root cause and review the patient's ePCR to determine if any negative outcome may be attributed to the Extended Response. Extended Responses shall be reported to ICEMA along with any planned corrective action.

5.2 INTERFACILITY TRANSPORT (IFT) AND CRITICAL CARE TRANSPORT (CCT) Response Time Standards

A. IFT and CCT are measured separately at the 90th percentile standard. Emergency ALS IFT are counted as a 911 ALS call within in the ordinating EOA. IFT and CCT will be counted in their own category for compliance regardless of EOA.

Response Term	Compliance Standard
Emergency ALS IFT	09:59 minutes
Non- Emergency Pre-Scheduled IFT > 2 hours	+/- 15 minutes of scheduled time
CCT	59:59 minutes

B. Response Time Management

(1) The FirstWatch On-line Compliance Utility (OCU) is the program ICEMA currently utilizes to monitor its EOA providers. OCU will calculate all Contractor response times. Response times will be measured in minutes and integer (whole) seconds, and compliance will be calculated on a fractile basis.

(2) ICEMA will calculate response time compliance for each EOA and each response area (urban, suburban, rural and wilderness) and each response level (Code 3 and Code 2). ICEMA will publish a compliance report within ten (10) business days following the first of each month.

(3) Each incident is a separate response.

(4) The Response Time of the Contractor's first arriving ambulance will be used to compute the Contractor's response time for that incident. This includes an ambulance response from an entity requested to provide Mutual Aid for the Contractor.

(5) Compliance will not be calculated until an EOA achieves at least 100 calls at the end of the month. If there are less than 100 calls in an EOA, calls are added to the next month or months until the 100 calls have been reached or exceeded.

(6) Emergency ALS IFTs shall be treated as a 911 ALS emergency call. This emergency IFT is for patients requiring rapid transport to a higher lever specialty care center (Trauma Center, Stroke and ST-Elevation Myocardial Infarction [STEMI] hospital). Emergency ALS IFTs are calculated as part of the total 911 response time compliance category.

(7) Non-emergency IFT is for non-emergency patients transported between facilities. Non-emergency IFTs have a response time of no greater than fifteen (15) minutes after the scheduled time for transport if the transport is scheduled at least two hours

prior. IFT responses will be totaled monthly and calculated to the 90% standard.

(8) CCT is for patients requiring a higher level of care between licensed healthcare facilities. This transport category shall have a response time of fifty-nine minutes and fifty-nine seconds (59:59) from the request time. If a CCT is pre-scheduled as a non-emergency transport, the non-emergency IFT response time requirement will be applied. CCT responses will be totaled monthly and calculated to the 90% standard.

5.3 CALCULATION OF RESPONSE TIME

A. Response time shall begin at the time the following information, at a minimum, is transmitted to the dispatcher:

(1) When the call-taker has entered the call for service (after verifying the address and entering a call determinant).

(2) If no ambulance is available when the dispatcher is ready to dispatch an ambulance, the ambulance response time shall begin at the time that the dispatcher notes in the automated dispatch system record that no ambulance is available.

B. Response time shall stop when:

(1) The assigned ambulance notifies dispatch that it is "on-scene," which is defined as fully stopped (wheels not in motion) at the location where it shall be parked during the incident. Or

(2) In the instance of a response to an apartment complex or mobile home park when the unit enters the complex. Or

(3) In the event, "staging" is necessary for personnel safety, at the time the assigned ambulance arrives at the staging area. Or

(4) The time that dispatch notifies the assigned ambulance to cancel its response. In incidents when the assigned ambulance crew fails to report their arrival on-scene, the time of the subsequent radio communication from the crew or other personnel that indicate that the ambulance arrived on-scene shall be used as the on-scene time. The Contractor may also validate on-scene time by the Mobile Data timestamp as documented in Computer Aided Dispatch (CAD) or Automatic Vehicle Location (AVL) playback.

5.4 CALCULATION OF RESPONSE TIME – CHANGES IN CALL PRIORITY

A. Response time calculations to determine compliance with Contract standards and penalties for non- compliance shall be as follows:

(1) Downgrades – If a call is downgraded to a lower priority before the ambulance arrives at the scene, the Contractor's compliance will be calculated based on whether the higher priority response time standard was exceeded at the time of the downgrade.

(2) Upgrades – If a call is upgraded or there is more than one priority change associated with a given incident before the ambulance arrives at the scene, the Contractor shall be deemed compliant, provided the upgrade, or change in priority does not occur after the passage of the lower priority response time threshold.

(3) Reassignment Enroute – If an ambulance is reassigned enroute or turned around before arriving at the scene (e.g., to respond to a higher priority request), compliance and penalties will be calculated based on the response time standard applicable to the assigned priority of the initial response. The response time clock will not stop until the arrival of an ambulance at the scene from which the ambulance was diverted.

(4) Canceled Calls – If an assignment is canceled before the ambulance arrives at the scene, compliance will be calculated based on the elapsed time from dispatch to when the call was canceled.

5.5 RESPONSE TIME CORRECTION EXCEPTION

A. When the assigned ambulance crew fails to report their arrival at the scene, the time of the subsequent radio communication from the crew or other personnel on-scene indicates to dispatch the ambulance has arrived on-scene shall be used as the arrival time. Alternatively, at scene time may be validated by the CAD timestamp or Global Positioning System (GPS) based on the AVL playback.

B. In some cases, specific responses will be excepted by ICEMA and deemed as compliant responses for response time compliance. These exceptions will be for good cause only, as reasonably determined by ICEMA. The burden of proof that there is good cause for the Exception shall rest with the Contractor.

C. The Contractor shall file a request for each desired response time correction or Exception via OCU following ICEMA policy. Such requests list the date, time, and specific circumstances causing the delayed response. ICEMA will respond to time correction requests utilizing OCU. Examples of Exceptions include but are not limited to:

(1) Automatic Appeals (to be granted by ICEMA):
   a. The call was downgraded at the scene by responders or by the dispatcher following protocol and is response time compliant.
   b. The call was upgraded and is response time compliant.
   c. Response canceled before the unit arrived at the scene; Contractor must provide evidence that the call was canceled within the required response time.

(2) Case-by-Case Appeals (to be considered by ICEMA):
   a. Off-road or off-paved road locations. The on-time performance will be measured from the time of dispatch to when the ambulance arrived at the unpaved road.

5.6 RESPONSE TIME EXEMPTION

A. The Contractor shall maintain the ambulance unit hours as identified in their submitted and approved system status plan. The plan may include deploying additional unit hours for holidays, special events, and weather- related emergencies.

B. Exemptions will only be considered when the Contractor deploys the minimum number of ambulance unit hours specified in the submitted system status plan for the EOA and Response

Zone in which the exemption is requested.

C. In the monthly calculation of response time compliance, every request for ambulance service within the Comprehensive Service Area shall be included except in some cases, late and specified other responses will be excluded from response time compliance calculations. These Exemptions will be for good cause only, as reasonably determined by ICEMA in its sole discretion. The burden of proof that there is good cause for the Exemption shall rest with the Contractor.

D. The Contractor may request that a response be excluded from the calculation of response time if that call meets the criteria defined below. The Contractor shall file a request for each desired response time exemption utilizing the OCU program. ICEMA shall grant or deny exemptions to performance standards and advise the Contractor. ICEMA will respond to Exemption requests using OCU.

E. Examples of Exemptions include, but are not limited to:

(1) Automatic Appeals (to be granted by ICEMA):

a. Additional ambulances responding to the same incident; the first unit must meet response time standard.
b. The responding ambulance is involved in a traffic collision, and the Contractor is determined to be not at fault by law enforcement.

(2) Case-by-Case Appeals (to be considered by ICEMA):

a. Extreme weather conditions that impair visibility or create other unsafe driving conditions.
b. Incorrect address provided by the requesting party.
c. An unavoidable delay caused by road construction.
d. Restricted roadway access
e. Ambulance Patient Offload Delay (APOD) delays greater than sixty (60) minutes in transferring care to a hospital emergency department and ≥ 5% deployed ambulances on APOD impacting System Status Plan for the usual and customary transport destination by the unit requesting exemption. It will be the Contractor's responsibility to adequately document the facts surrounding the occurrence to include at minimum the facility, date, and all clock times (dispatch of the call through time unit available).
f. Activation of Multi-Casualty Incident (MCI) Management Plan and ≥ 5% of the current deployment is requested to the incident.
g. All other exemption requests shall be for good cause only, as determined by ICEMA. Exemptions shall be considered on a case-by-case basis. The burden of proof that there is a good cause for an exemption shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing excessive response times.

F. Notwithstanding the requirements of this section applicable to Contractor, Contractor shall also comply with ICEMA policies and procedures. An ICEMA policy or procedure, broader in scope than these provisions shall not relieve Contractor of its contractual obligations stated herein. Furthermore, Contractor remains obligated to comply with ICEMA policies and procedures more stringent than stated herein as may now exist or as may be amended from time to time. However, Contractor shall not be in breach of this Agreement if ICEMA, through changes to

policy or procedure, imposes more stringent response time requirements on Contractor than those provided herein.

5.7 RESPONSE TIME REPORTING REQUIREMENTS

A. Response time performance reporting requirements and documentation of incident time shall include, but is not limited to:
   (1) Time call received by Contractor
   (2) Time location verified
   (3) Time ambulance crew assigned
   (4) Time enroute to the scene
   (5) X/Y geographic coordinate of the unit at the start of its response
   (6) Arrival on-scene time
   (7) Arrival at patient's side
   (8) Total at scene time
   (9) Time enroute to transport destination
   (10) Total time to transport to the destination
   (11) Arrival time at the destination
   (12) Time of patient transfer to receiving hospital personnel (transfer of care)
   (13) Time available (Time unit is back in services and available for response)

B. These reporting requirements may change. ICEMA agrees to meet and confer with the Contractor over such changes. If reporting requirements are modified and the Contractor demonstrates an associated financial impact, ICEMA agrees to meet and confer with the Contractor over that impact and cost or revenue mitigation.

C. The Contractor must synchronize all its clocks with Coordinated Universal Time (UTC).

5.8 LIQUIDATED DAMAGES

ICEMA may assess Liquidated Damages on all transport types (ALS, BLS, IFT, and CCT), if a response time percentage falls below the 90% performance requirement in any EOA or response area. In addition, the Contractor will be required to conduct a comprehensive performance improvement process any time performance is below 90%. The Contractor will be required to submit the performance improvement report to ICEMA within fifteen (15) days following the identification of underperformance. ICEMA will review and provide further recommendations as necessary. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved.

A. If the Contractor falls below the 90th percentile in any EOA or response area, a Liquidated Damage assessment of $10,000 per EOA/Response area per month will be applied. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved.

B. If the Contractor fails to meet minimum response times in an EOA or response area for a second consecutive month without adding the additional unit hours approved, a $50,000 Liquidated Damage assessment will be applied. The Contractor will be required to add additional ambulance unit hours until compliance is achieved.

C. If the Contractor is out of compliance in multiple EOAs or response area more than three times in a year, a $75,000 Liquidated Damage assessment will be applied, in addition to Liquidated Damages noted in item A above. The Contractor will be required to add additional ambulance unit hours as a cure.

D. If the Contractor is not successful in curing underperformance following these measures, the Contractor may be considered in Breach of Contract.

E. The Contractor may be assessed Liquidated Damages if there is a single Extended Response for a Code 2 or Code 3 priority level call, greater than ten minutes (10:00) beyond the maximum response time requirement. The chart below illustrates Liquidated Damages that ICEMA may assess.

Extended Response Times					
Priority Level	**Urban**	**Suburban**	**Rural**	**Wilderness**	**Liquidated Damages**
Code 3	>19:59	> 24:59	> 39:59	>69:59	$500
Code 2	> 25:59	> 32:59	> 54:59	>109:59	$500

F. Example of Extended Response: An Urban response requirement of 9:59 has an at-scene time greater than 19:59 (minutes and seconds). The provider will be assessed and pay liquidated damages of $500.00 for being over ten (10) minutes late on that one (1) response. ICEMA will require the Contractor to audit all Extended Responses for root cause and conduct a quality improvement review to determine if any negative outcome may be attributed to the extended response. Audit requirements include, but are not limited to:

(1) Conduct and participate in a process review study to identify causes and opportunities to reduce the number of Extended Responses.

(2) Conduct 100% review (Clinical and Operations) on Extended Response calls.

5.9 ADDITIONAL LIQUIDATED DAMAGES

Additional Penalty Assessment (per incident)	
A preventable mechanical failure with a patient on board an ambulance (If the vehicle is out of compliance with ICEMA-approved maintenance schedule, exceeds mileage or age limits, or empty fuel tank, etc.)	$500
Failure of the crew to report response times on-scene and the on-scene time is not verifiable by other pre-agreed reliable means such as GPS.	$250

5.10 PAYMENT AND USE OF LIQUIDATED DAMAGE FUNDS

A. Liquidated Damages will be determined by ICEMA based on this section and inform the Contractor of the monthly incidents and penalties. The Contractor shall pay ICEMA all Liquidated Damages within thirty (30) days of receipt of the notification. A 5% late payment charge will be assessed monthly on any payment made after the due date. The Contractor will

pay all penalty assessments to ICEMA.

B. To the extent that the Contractor disagrees with the Liquidated Damages determination made by ICEMA, the Contractor shall provide written notice to ICEMA setting forth the grounds regarding their disagreement within ten (10) business days. Upon receipt of written notice from Contractor, ICEMA shall schedule a time to meet and confer with Contractor regarding Contractor's disagreement. The ICEMA Administrator will make the final decision regarding the grounds for disagreement.

C. Liquidated Damages collected will be utilized for EMS system enhancements and community outreach.

5.11 PHASE-IN PERIOD

For the first three (3) months of the contract, response time requirements shall be calculated; however, Liquidated Damages will not be assessed. The initial deployment plan Unit Hours shall not be decreased for the first twelve months of operations.

5.12 VEHICLES

A. Contractor shall provide and maintain its vehicles, bio-medical equipment, and ambulance equipment to or exceeding the manufacturer's recommendations and standards which shall be updated annually at a minimum. All costs of compliance testing, maintenance, and repairs, including parts, supplies, and inventories of supplies, labor, sub-contracted services, and costs of extended warranties, shall be at the Contractor's expense.

B. Contractor shall continuously provide a sufficient number of ambulances to meet at least 133% of peak system demand.

C. Each of Contractor's vehicles providing services under this Agreement shall be equipped with fully functional driver safety equipment and monitoring technology.

D. ICEMA shall have the right and be granted access to inspect Contractor's vehicles and local facilities at any time without prior notice.

5.13 VEHICLE SPECIFICATIONS

A. Ambulances:

(1) Must be standard Type I, Type II or Type III ambulances.

(2) Must be identically configured for each Type (I, II, or III) ambulances.

(3) At the beginning of this Agreement and throughout the term of this Agreement, Contractor shall maintain at a minimum, four (4) All-Wheel Drive (AWD) Type II or III ambulances for hard-to-reach geography and inclement weather areas.

(4) Contractor shall provide heavy-duty ambulances to accommodate patients with capacity of up to 1,000lbs to services as bariatric ambulances.

(5) All ambulances shall utilize hydraulic gurneys to reduce incidences of spinal load injuries and increase the margin of safety for patients and Emergency Medical Technician

(EMT)/paramedics.

(6) All ambulances shall utilize Automatic Vehicle Locators (AVL), Mobile Data Computers (MDC), and Global Positioning System (GPS) mapping technology.

(7) The Contractor is responsible for all costs associated with the purchase and monthly operations of the AVL system.

(8) Contractor vehicles must meet or exceed Federal and State standards at the time of the vehicles' original manufacture, except where such standards conflict, in which case the State standards shall prevail.

(9) Every ambulance will be fully stocked at all times and meet or exceed the equipment standards set by ICEMA.

(10) Ambulances shall be limited to a maximum mileage of 300,000 miles, provided, however, if during the term of the Agreement, Contractor (including its subcontractor) encounters difficulty complying with this mileage requirement due to manufacturer delays, shortages, supply chain problems, or other factors beyond Contractor's (or its subcontractor's) reasonable ability to control, ICEMA may approve appropriate variances from this requirement.

(11) Any ambulance not new at the start of this agreement must include a list of brand name, model, age, vehicle identification number, and maintenance records. No more than 25% of the ambulance fleet shall have over 100,000 miles at the start of the contract.

(12) Each ambulance shall be equipped with an idle mitigation system to ensure the vehicles are not unnecessarily idling while stopped. To further reduce idle time, Contractor shall install solar charges to extend battery life on all remounted and new units across the Comprehensive Service Area.

(13) As technology improves Contractor shall work with ICEMA to test and provide if appropriate alternative fuel vehicle solutions, including Battery Electric Vehicles (BEV).

B. Supervisor Support Vehicles:
Supervisor response vehicles are an essential component of providing responsive and quality services in the Comprehensive Service Area. Supervisor and support vehicles are to be fully outfitted to provide field support, rapid response, incident command and reinforce remote operations.

At the beginning of this Agreement Contractor shall provide Filed Supervisors with ALS-equipped, AWD or four-wheel drive vehicles with covered cargo beds in all response areas with medical supplies and equipment per the ICEMA Standard Drug and Equipment List Policy.

(1) All supervisor vehicles shall utilize Automatic Vehicle Locators (AVL), Mobile Data Computers (MDC), and Global Positioning System (GPS) mapping technology.

(2) Vehicles must not exceed 250,000 miles.

(3) Meet the Department of Transportation and National Fire Protection Association standards for Code 3 response.

(4) To the extent possible, Supervisor Vehicles shall be identically configured and staffed

with locally accredited paramedics and carry all ICEMA approved ALS equipment and ALS medications.

C. Vehicle Identification:

(1) Vehicle markings shall be consistent with California Civil Code sections 3273 et seq., which restricts the markings of certain vehicles used to provide contracted public health and safety services.

(2) Emergency vehicles shall be equipped with appropriate lighting and reflective markings as defined by the National Fire Protection Agency (NFPA) Standard 1900 (2024) for vehicles contracted for on or after January 1, 2024.

(3) Ambulances and Supervisor vehicles used in providing services shall bear the markings "San Bernardino County Emergency Medical Services" in at least four (4) inch letters on both sides and state the level of service on both sides.

(4) Ambulance and Supervisor vehicles shall display the "9-1-1" emergency telephone number but shall not display any other telephone number or advertisement.

(5) Ambulance and Supervisor vehicles shall be marked to identify the name of the Contractor.

(6) Contractor shall not alter the overall design, color and / or lettering of its existing emergency response vehicles without ICEMA approval. ICEMA shall have the right to approve or modify the overall graphics design, color and lettering used for emergency response vehicles purchased or otherwise introduced during the term of this agreement.

5.14 VEHICLE MAINTENANCE PROGRAM

A. Contractor must ensure that all vehicles are maintained to operate in optimal working condition and follow a rigorous preventive maintenance schedule to provide reliable service to those in need.

B. Contractor shall provide a copy of the vehicle maintenance program and vehicle records on an annual basis to the ICEMA Administrator. The vehicle maintenance program must be designed to meet the highest standards of reliability appropriate to a modern emergency medical transportation service.

C. Contractor shall provide detailed records in an electronic database that is easily queried as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be. accomplished, and systems shall be maintained to achieve at least the industry norms in vehicle performance and reliability.

D. Any ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, or the safety of the operators or the public, must immediately be removed from service and repaired or replaced in a timely manner.

E. Ambulances and equipment that have defects, including a cumulative appearance of being worn out or not maintained, shall be removed from service and repaired or replaced in a timely manner.

F. Contractor shall provide the locations of maintenance services.

5.15 VEHICLE SAFETY PROGRAM

A. Contractor shall provide an Emergency Vehicle Operator's Course (EVOC) for all its field employees including on-going driver-training for ambulance personnel to promote safe driving and prevent vehicular crashes/incidents.

B. Contractors EVOC program shall include didactic training, commentary driving with a Field Training Officer (FTO) and recurrent training.

C. Contractor shall have a mechanism to monitor driver safety through a video event recorder utilizing the StreetEagle Driver Behavior Monitoring platform or a superior product in the driver's compartment to increase the safety of ambulance driving and prevent crashes and traffic accidents.

D. Each vehicle shall have a backup camera installed, provide seating and restraints for all occupants, a battery-powered patient gurney and Cardiopulmonary Resuscitation (CPR) seats for EMS crews.

E. Each ambulance shall be regularly cleaned, disinfected, and decontaminated for the health and safety of crews and patients. Disinfecting includes the regular use of a disinfectant fogger. In the event of an infectious disease patient, a plastic lining shall be employed to prevent droplet contamination in the ambulance.

F. Vehicles shall provide workspace and storage for crews to complete reports and secure personal equipment and belongings.

G. Each ambulance must have antitheft devices to prevent emergency vehicle theft when the vehicle is left running with the key in the ignition and an equipment restraint system, ensuring patient and clinician safety during transport.

5.16 MEDICAL SUPPLIES AND EQUIPMENT

A. Each ambulance shall carry standardized equipment and supplies that meet federal, state, and ICEMA requirements, policies, and procedures.

B. As EMS equipment evolves, Contractor shall periodically review and analyze new equipment and upgrades equipment by conducting scientific review, clinical data analysis, fiscal impact analysis and present findings to EMS committees and the ICEMA Medical Director.

C. Durable Medical Equipment not new at the beginning of the contract will be required to meet all specifications and periodic maintenance as approved by ICEMA according to ICEMA Policy 7010.

D. Contractor shall maintain all equipment according to manufacture specifications and shall provide an annual report to the ICEMA Administrator that includes equipment tracking number, maintenance records and any equipment purchases or replacements.

E. Contractor shall provide all supplies including medications and controlled substances.

5.17 COMMUNICATION EQUIPMENT

A. The Contractor shall install and maintain all telecommunications equipment on the appropriate frequencies necessary to complete the scope of work as identified in this Agreement.

B. The AVL system must interface with the ICEMA designated EMD Center and at a minimum, provide a CAD interface with the Ontario Fire dispatch center and with the CalFire dispatch center.

C. Contractor shall have AVL/GPS/MDC in place in ambulances, Quick Response Vehicles (QRVs), alternative response units as appropriate, and field supervisor vehicles.

D. Contractor shall equip each ambulance with appropriate emergency communications and alerting devices capable of being used to notify ambulance personnel of response needs. Every ambulance must be able to communicate at all times and locations with the ICEMA designated EMD Center authorized dispatch center, Contractor's dispatch center, other ambulances and supervisor's vehicles, receiving hospitals, and fire agencies.

E. Each ambulance shall have a mobile radio in the front cab with the capability for hospital communication in the rear patient compartment.

F. Each ambulance shall have two portable radios, one for each crew for medical communication, and one mobile or portable capable of interoperability with fire channels.

G. Each ambulance shall have a mobile computer with MDC capability, CAD access, mapping software, and the ability to send electronic patient care records to the receiving hospital and a centralized server via wireless technology. Each ambulance will be equipped with AVL and GPS fully interfaced to the ICEMA designated EMD Center and Contractor dispatch center for unit recommendation and System Status deployment purposes.

H. Contractor shall install necessary communications equipment in all of its ALS ambulances enabling transmission of 12-Lead Electrocardiograms (ECGs) for suspected ST Elevation Myocardial Infarction (STEMI) to the hospital prior to patient arrival and this 12-lead ECG will be included in the electronic copy of the EMS medical record in accordance with ICEMA specifications.

I. Contractor shall be solely responsible for the cost of maintenance, repair, and replacement of pagers, cell phones, tablets, computers, MDCs, station alerting systems (for fixed ambulance posts), mobile gateways, cellular cards, and/or cellular accounts, including data fees on equipment owned by Contractor.

5.18 ICEMA DESIGNATED EMERGENCY MEDICAL DISPATCH CENTER

A. The long-term goal of the County in the first five (5) years of this Agreement is to have ambulance dispatch and ambulance system status management physically located together. Currently, the ICEMA designated Emergency Medical Dispatch (EMD) Center does not have the physical space for the entire ambulance operating dispatch needs.

B. The ICEMA designated EMD Dispatch Center will provide Medical Priority Dispatch for resource determination in accordance with ICEMA's Medical Director and Dispatch Protocols. The ICEMA designated EMD Center will determine the Contractor's priority level to all emergency 911 ALS and BLS calls within the Comprehensive Service Area following ICEMA approved EMD Policy 4100.

C. ICEMA requires the Contractor at start-up to enter into a separate agreement if applicable, with the ICEMA designated EMD Center and pay for the provision of EMD and CAD-to-CAD coordination services. EMD with Medical Priority Dispatch Service (MPDS) charges are estimated to be $5.00 per call the first year with annual increases.

5.19 CONTRACTOR EMS DISPATCH CENTER

A. Contractor shall provide reliable ambulance dispatch and system status management services without interruption 24/7/365 days per year to manage all ambulance services utilizing Contractors CAD system and integrated resource determination to determine the right ambulance, provide detailed reporting and show real-time maps of system resources.

B. Have a full-time dispatch center manager, employ experienced dispatch system status Controllers 24/7/365 with the full authority to control the re-positioning of ambulances between posts, Exclusive Operating Areas (EOAs), and to manage crew breaks and shift changes,

C. Schedule ALS, BLS, IFT and CCT transports,

D. Obtain, install, and maintain in the Contractor's ambulances all such communications equipment as determined by ICEMA to be necessary for the effective and efficient dispatch of ambulances. For ambulances responding to 911 calls, GPS Location Systems are required,

E. Be financially responsible for installation, purchase, rental, and maintenance of communication equipment in all ambulances and staffed vehicles provided in this proposal,

F. Establish policies that ensure upon receipt of a private request for ambulance services, pertinent information including callback number, location, time of notification, time of dispatch, and nature of the incident is ascertained,

G. Ensure that a record of calls, as defined in Title 13 of the California Code of Regulations, Chapter 5, Article 1, Section 1100.7 is maintained,

H. Deploy ambulances most optimally and efficiently.

SECTION VI - PERSONNEL

6.1 WORKFORCE AND DIVERSITY AND INCLUSION

Contractor shall establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees from different cultures and backgrounds, who are appropriately certified, licensed and/or accredited for their positions. Contractor shall strive to champion a work environment that promotes the values of diversity, equality and inclusiveness including:

Field personnel with bilingual skills reflecting the diversity of languages spoken in San Bernardino County are highly valued. Contractor shall strive to ensure diversity in the workforce and address diversity alignment with its communities served. ICEMA is committed to participating in Contractor's efforts to support and enhance Diversity, Equity, and Inclusion (DEI) initiatives in the San Bernardino County EMS System. Contractor shall participate in their proposed DEI initiatives. These programs currently include, but are not limited to:

A. Creating a work environment that embraces inclusion, regardless of race, color, religion, gender, sexual orientation, gender identity, national origin, age, genetic information, marital status, amnesty, disability, veteran status or based on pregnancy, childbirth, or related medical conditions.

B. The inclusion of people with disabilities helps drive sustainable practices for our employees, communities, and customers. Reasonable accommodations include adaptive equipment, allowances for on-site service animals, flexible work arrangements, special parking assignments, hotlines, and a number of other inclusive services.

C. Annual diversity, equity and inclusion training for all personnel that addresses preventing sexual harassment, bystander intervention, managing unconscious bias, fostering an inclusive culture, anti-racism and transgender inclusion.

D. Ethics And Compliance Hotline - Provide an independent, third-party hotline that any employee can confidentially report issues of concern, in addition to making formal complaints.

6.2 KEY PERSONNEL

The following positions are key personnel required for this Agreement. ICEMA shall have direct access to the key personnel identified in this Agreement at all times. This includes the right to call regular meetings with key personnel, as well as unscheduled inspections, interviews, and visits. Key personnel shall be required to cooperate fully with ICEMA. Contractor shall provide the County with a list identifying the key personnel on or before April 1, 2024, for the County's review and approval. Personnel listed for such positions in the Contractor's RFP Response are identified and may not be decreased without ICEMA approval.

A. Director of EMS Operations

(1) Contractor must provide an EMS Director who shall oversee and be accountable for all aspects of the Services provided by the Contractor and subcontractor.

(2) This individual shall have significant prior experience managing large, high- performance 911 emergency medical transport services.

(3) This individual shall be responsible for the overall quality of clinical care and customer service, develop and implement annual strategic plans and budgets. This position is responsible for monitoring staffing levels in all operations to maintain operational efficiency and response time compliance.

B. Three EMS Operation Managers:(High Desert, West Valley, East Valley)

(1) Contractor must provide three (3.0 FTE) full time EMS Operations Managers who are responsible for leading the day-to-day operations to accomplish ambulance calls in a timely and efficient manner. The Operation Managers conduct regular demand analysis in coordination with the System Status Management Analyst and develop the master schedule to meet demand most efficiently and expediently; support the Medical Director, CQI and billing support staff; and evaluate, train and follow up with field crews in all areas of protocol compliance and field documentation.

(2) This individual shall be responsible for ambulance community services, contracts, interface with hospital CEOs, fire chiefs and other community leaders.

(3) These managers will oversee 20 field supervisors responsible for 911 responses 24/7 who will be always available to support field caregivers.

C. Communications Director

(1) Contractor must provide one (1.0 FTE) full-time Communications Director.

(2) The Communications Director will be responsible for all aspects of the emergency and IFT dispatch centers day to day activities.

(3) The Communications Manager requires an in-depth knowledge of dispatch center operations and policies and the ability to lead and organize personnel to work toward common goals and communicate clearly.

D. Human Resources Manager

(1) Contractor shall employ and maintain one full-time (1.0 FTE) Human Resources Manager.

(2) This position will provide direction and facilitate issues regarding employee relations, retention, labor relations, policy, labor contract interpretation and disciplinary procedures.

(3) The Human Resources Manager will provide guidance to management on various aspects of employment law including FMLA, ADA, investigations, disciplinary procedures, and workplace harassment.

E. Clinical QA-QI Education Manager

(1) Contractor must provide a full-time (1.0 FTE) clinical education services manager for the San Bernardino County operation. This person must be a paramedic or registered nurse with extensive experience in emergency and critical care with a minimum of three years' full-time experience working in a complex 911 ALS emergency ambulance services system.

(2) This individual shall be responsible for day-to-day clinical oversight of Contractor's accredited paramedics and certified EMT-Basics, clinical investigations, new hire orientation, initial and continuing education, employee development, clinical performance measurements and continuous quality improvement.

(3) This position will mine, analyze, and interpret local clinical data derived from the ImageTrend ePCR system, FirstPass, and other data sources to promote clinical quality, high performance service delivery, and community health.

(4) This individual shall be responsible for developing and advancing the quality of clinical performance.

F. Contractor must provide practice through the management and oversight of the CONFIRE EMS Quality Management Program and through the leadership and direct supervision of the CONFIRE EMS Quality Management Team comprised of seven (7) Continuous Quality Control (CQI) managers/specialists, twenty (20) field training officers, and documentation quality assurance manager.

G. Safety/Risk/Infection Control Manager

(1) Contractor must provide a full-time (1.0 FTE) full-time Safety/Risk Manager.

(2) Essential duties and responsibilities include overseeing ongoing compliance of programs including Hazard Communication (HAZCOM), airborne pathogens, blood borne pathogens, lifting and stretcher operations.

(3) The Safety/Risk/Infection Control Manager assists in the investigation of all work-related injuries and exposures and assists in retraining personnel as needed and handles oversight of classroom and field instruction on driving-related topics and management of compliance with all local, state and federal regulations, including OSHA, EPA and California Department of Labor regulations.

H. Logistics Manager

(1) Contractor must provide one (1.0 FTE) full-time Logistics Manager.

(2) This position shall oversee the supply chain purchasing and distribution process, including managing the inventory of equipment and medical supplies stored within the distribution warehouse.

I. Document Quality Assurance Manager

(1) Contractor must provide one (1.0 FTE) full-time Fleet Manager.

(2) Leads and directs all document and quality assurances staff to ensure documentation required for proper billing of claims is obtained from field staff for billable events.

J. Fleet Supervisor

(1) Contractor must provide one (1.0 FTE) full-time Fleet Supervisor.

(2) The Fleet Supervisor is primarily responsible for the repair and maintenance of all CONFIRE EMS-owned vehicles and overseeing a team of fleet mechanics and work performed by fleet mechanics.

(3) The Fleet Supervisor oversees the completion of all automotive repairs, adjustments, preventive maintenance service and checks of vehicles in accordance with prescribed PM policies and procedures, as well as accurate record-keeping of all services and repairs completed.

K. Contractor Local Medical Director

(1) Contractor must provide a local Medical Director licensed by the State of California, experienced in emergency medical services, to oversee its clinical services.

(2) This individual must be Board Certified in emergency medicine, experienced in emergency medicine, and preferably fellowship-trained in emergency medical services.

(3) This individual shall facilitate the procurement of, be responsible for, and oversee all pharmaceuticals including but not limited to controlled substances used by the Contractor

in delivering service.

(4) Contractor understands that the local Medical Director is distinct from, and does not have the powers or authority of, the ICEMA Medical Director, as defined in California Health and Safety Code section 1797.202.

L. Public Information Officer (PIO)/Community Relations Manager

(1) Contractor shall designate a Community Support Liaison who will oversee Contractors community activities such as a new Community Outreach and Support Team program, 911 awareness, CPR, AED use and other public outreach programs.

M. Management Information System (MIS)

(1) Contractor must provide one (1.0 FTE) full time MIS Director

6.3 CHANGES IN PERSONS ACTING AS KEY PERSONNEL

A. Contractor agrees that each Key Personnel position is separate and distinct, that it must be filled by a separate individual who is committed to and responsible for the functions of that position, and that it shall not transfer or reassign an individual identified above as Key Personnel without notifying ICEMA and meeting to discuss the impact.

B. Prior to any replacement of Contractor's Key Personnel with responsibility for this Agreement the County shall be entitled to review and discuss and reasonably object to the proposed replacement.

C. Such approval shall not be unreasonably withheld. Such approval shall include verification of resume and a completed background check by Contractor to be shared with ICEMA.

6.4 OTHER MANDATORY LEADERSHIP PERSONNEL

Contractor shall have management and supervisory personnel to manage all aspects of emergency ambulance service, including administration, operations, EMS training, clinical quality improvement, record keeping, and field supervision. Such supervision shall be provided continuously 24-hours per day.

Contractor has identified three (3) operational divisions within the Comprehensive Service Area. These are High Desert, West Valley, and East Valley divisions. To provide optimal day to day operations oversight and support, Contractor shall provide one Operations Manager for each operational division and six (6.0 FTE) Operations Supervisor for each division for a total of eighteen (18.0 FTEs) who will oversee their respective division 24/7/365.

A. Support and Field Supervisors

(1) Field and support Supervisors oversee day-to-day functions of Contractor's operations. In the event a Field Supervisor fails to perform to the satisfaction of the ICEMA Administrator, Contractor shall correct the deficiency in a timely manner.

a. The Field Supervisor is responsible for the day-to-day operations of field staff, including facilitation of internal communications between field staff and management, outside agency interface, real-time system status monitoring, facilitating short-term scheduling needs, oversight of company facility security, and other operational support functions

as assigned by the Operations Manager.

b. Field Supervisors serve as the Contractor's on-duty EMS Field Commanders and accordingly must be paramedics with a minimum of three (3) years' experience in a complex 911 system (similar to San Bernardino County), who are highly experienced and competent both administratively and in the management of large and complex emergencies as demonstrated through experience and extensive training in the Incident Command System (ICS).

c. The Field Supervisor must be able to disseminate initial level corrective action and reports through the operational command structure. It is understood that not all actions are time sensitive and/or need to be approved at the highest levels of the Contractor's management.

i. The Field Supervisor is responsible for:
- Real-time, non-dispatch center-initiated System Status Plan staffing adjustments and minimizing unscheduled unit out-of-service and turnaround times at receiving facilities.
- Investigating vehicle and general liability issues.
- Initial management of workers compensation issues.
- Managing employee performance issues, and customer or stakeholder complaints.

ii. The Field Supervisor shall also:
- Integrate into the ICS structure, assisting with management of complex incidents as needed or requested by partner agencies,
- Collaborate and cooperate with ICEMA leadership, managers and support personnel, and
- Communicate with the ICEMA on-call Duty Officer.

6.5 PERSONNEL LICENSURE AND CERTIFICATION

A. All persons employed by Contractor in the performance of its work, shall be competent and hold appropriate licenses, certifications, and permits in their respective professions and shall undergo a criminal record check. These provisions shall apply to all new employees brought on to start and continue services under this contract and excludes any incumbent San Bernardino County accredited and qualified EMT, paramedic, field supervisor, or existing ambulance management employees accepting employment with Contractor who meets all requirements of ICEMA as contained in these sections. Notwithstanding the foregoing, ICEMA retains its regulatory licensing and certification authority.

B. All of Contractor's ambulance, and Field Supervisor personnel responding to emergency medical requests shall be currently and appropriately certified and/or licensed to practice in the State of California and, for paramedics, accredited in San Bernardino County. Certification and accreditation requirements are as stated on the ICEMA website www.sbcounty.gov/icema and the website of the State EMS Authority www.emsa.ca.gov.

C. At all times, Contractor shall retain current documentation including issued course completion certificates and/or cards of all credentials required by ICEMA and/or the State of California including but not limited to copies of current and valid EMT-Basic Certification and Paramedic License and Accreditation documentation for all emergency medical personnel including supervisory and management staff performing services under this Agreement.

D. Contractor shall provide ICEMA with real-time access 24 hours a day, 365 days a year to all such records and reporting tools within its database approved by ICEMA. Failure to retain such records and/or permitting personnel to provide services absent required credentialing shall be immediately reported to ICEMA with a correlating corrective action plan.

E. Contractor shall participate in the DMV Employer Pull Notice (EPN) program.

6.6 TRAINING AND CONTINUING EDUCATION

A. Training and Continuing Education Program Requirements:

(1) Contractor shall maintain approval by ICEMA as an EMS Continuing Education provider (CE provider), as defined in Title 22 of the California Code of Regulations, Division 9, Chapter 11, Section 100390.

(2) Contractor must provide a comprehensive training/education program for all their paramedic and EMT-Basic personnel. Joint training sessions for ambulance and fire service first responders are required at mutually agreed to frequencies. Contractor's employee training program shall be subject to approval by ICEMA and include, but not be limited to:

a. Advanced training for EMT-Basics staffing ALS ambulances.

b. Orientation to the San Bernardino County EMS System.

c. Customer service and cultural sensitivity.

d. Pre-accreditation field evaluation for paramedics.

e. Post-accreditation education, supervision, evaluation.

f. Customer Service and cultural sensitivity, intelligence/humility, including Lesbian, Gay, Bisexual, Transgender, Queer/Questioning+ (LGBTQ+) Awareness and Sexual Harassment Training.

g. Continuing education that is linked to quality improvement activities, including skills, procedures protocols, issues, and other programs such as Just Culture.

h. Programs and activities to maintain uniform skill proficiency.

i. Develop comprehensive training and education opportunities with fire service and ambulance personnel.

j. HIPAA, Privacy, and Compliance Training.

k. Meets all training standards established by ICEMA Policy 1030R1.

(3) Contractor shall maintain a single electronic database for all clinical personnel utilizing and will provide ICEMA access to this database. The database will be continually updated so that records are current. The database will include, but not be limited to:

a. Employment status (e.g., currently employed by, previously employed by)

b. Certification/licensure

(4) Paramedic accreditation

(5) Required certifications within the contract: Basic Life Support (BLS), Cardiopulmonary Resuscitation, (CPR), Advanced Cardiovascular Life Support (ACLS), Pediatric Advanced

Life Support (PALS), Prehospital Trauma Life Support (PHTLS) and BLS / Advanced Life Support (ALS) skill refresher and Emergency Vehicle Operator Course (EVOC).

(6) PALS and PHTLS certifications can be provided to ICEMA by October 1, 2025.

(7) Any on-going training required by the ICEMA Medical Director (e.g., quarterly training).

B. Paramedic Training Requirements:

(1) Pediatric Advanced Life Support or Pediatric Emergencies for the Prehospital Provider.

(2) Prehospital Trauma Life Support or International Trauma Life Support, Basic Trauma Life Support or equivalent as determined by ICEMA.

(3) Advanced Cardiac Life Support.

(4) Bariatric Training to ensure safe movement and transport of morbidly obese patients.

(5) Incident Command System (ICS), 100, 200, 700 for non-supervisory personnel, and ICS-100, ICS-200, ICS-300, IS-700, IS-800, and SEMS for Field Supervisory personnel.

(6) Multi-Casualty Incident (MCI) Response training that includes ICEMA MCI Plan, and ReddiNet awareness.

E. EMT-Basic Training Requirements

(1) Cardiopulmonary Resuscitation Certification

(2) Bariatric Training to ensure safe movement and transport of morbidly obese patients.

(3) Multi-Casualty Response training that includes ICEMA MCI Plan, and ReddiNet awareness.

F. Additional Qualifications and Training

(1) Contractor shall train all ambulance personnel, supervisory, and management staff in their respective roles and responsibilities under ICEMA Multi-Casualty Incident Plan including training if appropriate, in the ReddiNet system to prepare them to function in the medical/health portion of the ICS.

(2) Contractor shall provide ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol, or other behavioral or stress related problems, as well as difficult scenes on an on- going basis.

(3) Contractor shall provide EVOC training to promote safe driving and prevent vehicular crashes/incidents to each of its personnel who operate a vehicle in performing service under this Agreement, including on-going driver-training for ambulance and field supervisory personnel.

(4) Contractor shall provide training to all prehospital personnel in prevention, Personal Protective Equipment (PPE), and universal precautions.

(5) Contractor may offer and/or require additional personnel qualifications and training beyond ICEMA requirements, including local optional scope of practice training.

(6) Contractor shall ensure paramedics participating in the Sheriff SWAT program are trained to the California Tactical Casualty Care (TCC) training program and the Tactical Emergency Medical Services (TEMS), to respond as a medical support services provider to critical law enforcement incidents.

(7) Contractor shall provide an EMS education program and make it available to all San Bernardino County EMS System providers to include:

a. Access to advanced clinical education equipment, including airway heads, MCI training kits IV/I0 arms and moulage kits.

b. Access to high-fidelity simulation manikins.

c. Access to online training for continuing education

6.7 AMBULANCE WORK SCHEDULES AND WORKING CONDITIONS

A. Contractor's work schedules and assignments shall provide reasonable working conditions for ambulance personnel.

B. At least 51% of the employers' schedule shall be Contractor's full-time employees.

C. Contractor's work schedules and assignments shall provide reasonable working conditions for ambulance personnel. Ambulance personnel cannot be fatigued to an extent that their judgment or motor skills might be impaired. Ambulance personnel must have sufficient rest periods to ensure that they remain alert and well-rested during work periods.

D. Daily and monthly monitoring of the 911 system Unit Hour Utilization (UHU) to address employee fatigue.

E. Contractor shall make available to ICEMA, copies of work schedules, (individual and collective), shift assignments, policies including those related to workload protection, and any audit criteria related to work schedules and working conditions.

F. Contractor shall establish best practices to minimize the turnover rate among the Contractor's personnel and report annually it's employee turnover rate.

G. Contractor shall provide its policy to ICEMA describing how Contractor measures workload and fatigue for ambulance crews.

H. Contractor shall provide its personnel recruitment and screening processes.

I. Contractor shall provide a copy to ICEMA of its employee retention program.

J. Contractor shall make available a copy to ICEMA the organization's programs, policies, and procedures for occupational health and safety and communicable disease control, including communicable disease prevention.

K. Contractor shall make available a copy of the organization's pre-employment and on-going physical and mental health ability evaluation processes.

6.8 CREW STATIONS AND SUB-STATIONS

A. The Contractor shall provide stations and sub-stations or other strategic posts that are accessible to on-duty field-based personnel 24/7/365. At a minimum, these facilities shall:

(1) Be climate controlled (air conditioning and heat)

(2) Sleeping quarters to accommodate 24-hour personnel

(3) Have adequate and comfortable seating to accommodate a complete on-duty crew

(4) Have at least one operable toilet, sink, and microwave as well as a desk, and chair

(5) Have data capability to enable patient care charting and uploading of documents

(6) Have adequate accommodations to meet the needs of nursing mothers

(7) Be compliant with the Occupational Safety and Health Administration (OSHA)/California OSHA (Cal OSHA) regulations

B. Any changes to the locations of Contractor's stations, substations or local headquarters will be subject to approval of the ICEMA Administrator. Such approval shall not be unreasonably withheld.

6.9 COMPENSATION AND BENEFITS

A. The Contractor should provide reasonable compensation and benefits, equal to or greater than what is being provided to the incumbent workforce to attract and retain experienced and highly qualified ambulance personnel to be compliant with 1797.230 and 1797.231. The Contractor is encouraged to establish programs that result in successful recruitment and retention of personnel.

B. Contractor shall provide to ICEMA completed copies of the compensation package for all personnel required under this Agreement including Dental and Optical insurance coverage. comparable to fire department operations in the same geographic region.

C. Additional employee programs shall include but are not limited to:

(1) Financial bonuses related to retention, sign-on and re-location programs
(2) EMT to Paramedic scholarships

6.10 COMMUNICABLE DISEASES. EMPLOYEE SAFETY, WELLNESS AND PREVENTION

A. Contractor shall have an ICEMA approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.

B. Contractor shall have a pre-employment and on-going physical ability evaluation processes.

C. Contractor shall have communicable disease control and safety policies and procedures.

D. Contractor shall ensure appropriate PPE provided to ambulance crews to include at a minimum:

- Eye protection on person, in carry-in bags and in the vehicle
- Direct access to 3E Safety Data Sheets (SDS) online binder
- Surgical masks
- Impervious gowns

- Exam gloves in appropriate sizes
- Waterless viricidal hand cleaner & towelettes
- Easily accessible sharps disposal containers
- Impervious shoe covers
- N95/P100 respirators (annual mask fit testing for all employees)
- Disposable absorbent barriers (chux)
- Lined Paper sheets to protect patients
- High visibility coats, jackets and/ or vests
- Containers for disposal of bio-hazardous waste
- Sharps and pharmaceutical waste, red biohazard bags and
- Yellow infectious linen bags
- Department of Transportation (DOT) HazMat reference book

E. Contractor shall have an employee wellness program and health screenings that are designed to help employees improve their overall physical health.

F. Contractor shall have an infection prevention program that emphasizes aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.).

G. Contractor shall maintain and strictly enforce policies for infection control, cross-contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.

H. Contractor shall develop an injury prevention program to reduce work injuries such as back injuries with the use of power assisted gurney and other employee safety measures.

I. Contractor shall establish a stress management and employee resilience program for its employees to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program.

J. Any changes to Communicable Diseases, Employee Safety, Wellness and Prevents programs shall be approved by the ICEMA Administrator.

6.11 PROFESSIONAL CONDUCT

ICEMA expects and requires professional and courteous conduct and appearance at all times from Contractor's ambulance personnel, managers, and executives. Contractor shall address and correct any departure from this standard of conduct.

SECTION VII - CLINICAL PERFORMANCE STANDARDS

7.1 ICEMA MEDICAL OVERSIGHT

A. ICEMA will furnish medical control services including the services of the ICEMA Medical Director for all system participants' functions in the EMS System (e.g., medical communications, First Responder Agencies, transport providers).

B. ICEMA, through base hospital physicians (as defined in Health and Safety Code section 1797.59), shall also provide online medical control to field personnel 24 hours a day, seven days a week, 365 days a year.

C. ICEMA recognizes the unique role of the ICEMA Medical Director in delegating to Contractor's personnel the authority to perform certain medical interventions in accordance with the standards outlined by California law.

D. Contractor shall immediately notify ICEMA of potential violations of the California Health and Safety Code, California Code of Regulations, or ICEMA policy and protocols. Contractor shall complete an incident or unusual occurrence report within 24-hours for personnel involved in an unusual occurrence. Contractor shall cooperate fully with ICEMA and/or the California EMS Authority in the investigation of an incident or unusual occurrence.

7.2 PROTOCOLS, POLICIES, AND PROCEDURES

A. To ensure appropriate levels of quality care, Contractor and its personnel shall comply with all ICEMA policies, procedures, and medical protocols and other requirements established by the ICEMA Medical Director.

B. ICEMA may require that any of the Contractor employees attend a medical review/audit when necessary for clinical quality improvement purposes, at no cost to EMS Agency or the County.

7.3 CLINICAL QUALITY IMPROVEMENT

The goal of Contractor's Quality Improvement Plan is to attain the highest level of performance for an emergency medical services system in California. Services and care delivered must be evaluated by the Contractor's internal quality improvement processes and, as necessary, through ICEMA's quality improvement procedures to improve and maintain clinical excellence.

A. Contractor shall be financially responsible for FirstWatch products, FirstWatch OCU, and FirstPass. Contractor also commits to pay all costs for data source integration including initial implementation costs, ongoing annual support, and maintenance charges. The FirstPass module will be used to monitor Contractor's clinical performance.

B. The Contractor must make a continuous effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error minimized through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

C. The Quality Improvement (QI) program must meet the requirements of Title 22 of the California Code of Regulations, Division 9, Chapter 12 (EMS System Quality Improvement), ICEMA policies and related guidelines and documented utilizing the EMSA Approved EMS

Quality Improvement (EQIP) Template.

D. The program must be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care to improve patient care service and outcome.

E. The program may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development, and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.

7.4 QUALITY PERFORMANCE

Contractor shall develop a written quality improvement plan which shall be approved by ICEMA.

A. Contractor must submit the EMS Quality Improvement Plan (EQIP) plan prior to the Service Start Date. The plan shall be consistent with the guidelines outlined in California Code of Regulations, Title 22, Division 9, Chapter 12 and ICEMA's EMS Quality Improvement Plan and adhere to any future changes to the plan. The plan must be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The plan may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.

B. Ongoing QI requirements:

(1) Review and submit the EQIP annually for appropriateness to the provider's operation and revise as needed.

(2) Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the quality improvement program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with ICEMA Medical Director or their designee.

(3) Submit a monthly report to ICEMA to show compliance with the approved plan and areas for improvement including key performance indicators developed in collaboration with ICEMA.

(4) Provide the County with an annual update, from date of approval and annually thereafter, on the provider's QI program. The update shall include, but not be limited to, a summary of how the QI program addressed the program indicators.

(5) Contractor shall actively participate in ICEMA's Quality Improvement process that may include making available relevant records for program monitoring. This commitment includes, but is not limited to:

a. Active participation of Contractor's senior leadership (Operations Manager, Clinical Manager, Medical Director) in EMS groups or committees dealing with quality management.

b. Designation of a Clinical Quality Manager to oversee Contractor's quality program.

c. Submission of monthly comprehensive key performance indicator reports to ICEMA.

d. Involvement in projects designed to improve the quality of EMS in San Bernardino County, including the submission of data that would allow the county to participate in participation in State and National Benchmarking, including California's EMS System Core Quality Core Measures Project, Cardiac Arrest Registry to Enhance Survival (CARES), National EMS Quality Alliance (NEMSQA) (formerly EMS Compass), and Mission: Lifeline.

e. Contractor shall review at a minimum 10% of randomly selected for each type of ALS, BLS, and CCT transport by the Clinical QI team or designated staff.

f. Active participation, when available, in local Health Information Exchange (HIE) data sharing initiatives approved by ICEMA.

7.5 QUALITY PROCESSES AND PRACTICES

The Contractor shall strive for clinical excellence. This includes, but is not limited developing a score card to track and monitor performance of:

A. Clinical care and patient outcome.

B. Skills maintenance/competency.

C. Mastery of ICEMA Policies and Procedures.

D. Patient care and incident documentation.

E. Evaluation and remediation of field personnel.

F. Measurable performance standards.

G. Implementation and operationalization of its Quality Improvement Plan.

7.6 ICEMA EMS CLINICAL PERFORMANCE MEASURES

ICEMA requires the Contractor to develop Clinical Performance Measures in coordination with the ICEMA Medical Director. An example of clinical standards is identified in Exhibit 6. Contractor may establish additional Clinical Performance Measures. Clinical Performance Standards will become part of the Contractor's QI plan as outlined in Section 7.3 and according to ICEMA policy. It is understood, due to the nature of Clinical Performance Standards, a phase-in discovery period as defined in Section 7.7 will be necessary, and standards may not be fully defined at the beginning of the Agreement.

7.7 MEASUREMENT OF CLINICAL PERFORMANCE STANDARDS

Clinical Performance Standards are a performance-based approach rather than an undefined level of effort. The Contractor shall commit to employing whatever level of effort is necessary to achieve the agreed-upon Clinical Performance Standards approved by the ICEMA Medical Director. The ICEMA Medical Director will have the final approval of all performance measures implemented as part of this agreement. Below are specific timelines for these performance standards to be

developed in collaboration with ICEMA.

A. 0-6 months of agreement: Build and test measurement system to establish benchmarks and develop a mutually agreed upon Indicator Specifications Sheet to identify specific performance measures.

B. 6-12 months: Run reports to collect data, develop standards of performance, provide training and test improvement methods.

C. 12-18 months: Examine performance, address deficiencies, finalize thresholds, and establish underperformance requirements which may include liquidated damages.

It is understood that adequate time is being provided to determine a baseline measurement for each of the finalized clinical performance standards. The Contractor shall ensure EMS personnel are trained to these standards in a manner consistent with this goal.

7.8 CLINICAL PERFORMANCE STANDARD LIQUIDATED DAMAGES

It is the goal of ICEMA is to ensure the delivery of quality of clinical care that adequately addresses the medical condition for all patients. To adequately implement these measures, there is an extended period of eighteen months to identify, test, implement a process to measure specific clinical performance, and evaluate performance improvement strategies.

A. Contractor shall work with ICEMA to identify baseline compliance rates and set an anticipated increased growth toward higher compliance rates over a defined period as outlined in 7.7 above. If Contractor underperforms, based on baseline compliance rates, Contractor shall conduct a comprehensive performance improvement process that includes identification of root cause. Contractor will be required to implement a corrective action plan. The ICEMA Medical Director will work in consultation with the Contractor to make recommendations and have final approval of any corrective actions prior to implementation. If this process is not implemented.

B. Contractor understands and agrees that the failure to comply with Clinical Performance Standards or other requirements in this Agreement will result in damage to ICEMA and the County. It will be impracticable to determine the actual amount of damage whether in the event of underperformance or nonperformance, failure to meet standards or any other deviation. Therefore, Contractor and ICEMA agree to the process to establish liquidated damages specified in this Agreement. It is expressly understood and agreed that the liquidated damage amounts are not to be considered a penalty, but shall be deemed, taken, and treated as reasonable estimate of the damages to the County. If all corrective actions identified are implemented, no liquidated damages will be assessed.

C. Contractor understands that Clinical Performance Standards will be periodically updated to reflect current medical standards. Liquidated damages paid by Contractor for each Clinical Performance Standard in which the Contractor fails to maintain the requisite compliance after a comprehensive Performance Improvement Plan shall be assessed.

D. The Contractor shall pay liquidated damages to ICEMA for the underperformance of Clinical Performance Standard as measured quarterly unless exempted by ICEMA using the FirstWatch program. An example of clinical liquidated damages assessments is located in Exhibit 6.

E. Exemptions include, but are not limited, to the following:

(1) Verified equipment failure with appropriate documentation of reporting and resolution.

(2) Verified technical failure to upload 12-lead ECG.

(3) Communication failure for advance notice of trauma and stroke.

(4) Patient declines treatment and it is properly documented.

(5) Specialty care center unable to accept stroke, STEMI, or trauma patient.

(6) Higher priority concerns take precedence (e.g., scene safety).

F. The Contractor understands ICEMA's independent verification of meeting clinical metrics derives from documenting the care consistent with the data standards brought forth by the National EMS Information System (NEMSIS) and the California EMS Information System (CEMSIS). All assessments, treatments, and specialty care notifications shall be captured in the appropriate designated NEMSIS field. Any documentation in an inappropriate field, such as the narrative only, will not be counted toward the numerator in the compliance calculation.

SECTION VIII - DATA AND REPORTING

8.1 FIRSTWATCH SYSTEM REQUIREMENTS

System Requirements for response time and clinical performance measurement. Contractor shall fund the full startup and ongoing costs of ICEMA's agreement with FirstWatch. With the use of their Online Compliance Utility (OCU) and FirstPass data programs, ICEMA will monitor the performance of Contractor in delivering services to the Comprehensive Service Area under the terms of this Agreement. Contractor and system partners shall be granted access to their data in OCU and FirstPass by ICEMA. The FirstWatch data platform will be linked to ICEMA's ImageTrend Electronic Patient Care Report (ePCR), the ICEMA designated EMD Center and Contractors dispatch to automate the process of compliance reporting, provide real-time clinical and operational performance dashboards and enable prompt alerting based upon events transpiring in the EMS system.

8.2 DATA AND REPORTING RESPONSIBILITY

Contractor shall provide detailed operations, clinical, administrative, and financial data as requested and, in a manner, approved by ICEMA.

8.3 PERFORMANCE DATA AND REPORTING

A. Contractor will collaborate with ICEMA to provide routine and ad hoc reports.

B. Contractor shall support the implementation of technology that will fully integrate electronic records and alignment of data sets EMS system-wide, in cooperation with ICEMA. A fully implemented tool will be capable of the following:

(1) Allow for quantitative reporting of overall clinical and operational performance, which can be tied to providing integrated EMS system patient care solutions, training and community prevention, meaningful data comparison, and greater collaborative research opportunity; and

(2) Provide real-time data access to any partnering agencies for use in fire-based EMS QI activities.

(3) Contractor shall work in earnest and good faith with ICEMA on all data initiatives used to support clinical care and quality improvement.

8.4 ELECTRONIC PATIENT CARE REPORTING

Contractor will be required to provide (ePCR) data, in a form and timeframe prescribed by ICEMA, pursuant to California Health and Safety Code section 1797.227 and approved by the ICEMA Medical Director, for patient documentation on all EMS system responses by Contractor and/or fire departments within the County including patient contacts, cancelled calls, and non-transports. The ePCR shall be accurately completed to include all information required by ICEMA and Title 22 of the California Code of Regulations, Division 9, Chapter 4, Article 8, Section 100171.

A. The ImageTrend ePCR platform, is the ICEMA preferred patient care report system and Contractor is required to pay the annual fee for licensing this product.

B. The ePCR system has the capability of mobile data entry in the Contractor's ambulances, supervisor support vehicles and fire first response vehicles, as well as at the patient's bedside.

The ePCR system complies with the current versions of NEMSIS and CEMSIS. In accordance with Health and Safety Code 1797.227. Compliant means a system that has been tested and certified "compliant" by NEMSIS. The ePCR system complies with the current mapping standards and data dictionary, as promulgated by EMSA and ICEMA. The ePCR system must be interoperable with other data systems, including the functionality to exchange electronic patient health information with other entities such as EMSA's Patient Unified Lookup System for Emergencies (PULSE) and hospitals in an HL7 format.

C. The ePCR system has the capability to:

(1) Link with the CAD to import all data for all calls.

(2) Search a patient's health record for problems, medications, allergies, and end of life decisions to enhance clinical decision making in the field.

(3) Alert the receiving hospital about the patient's status directly onto a dashboard in the emergency department to provide decision support.

(4) File the Emergency Medical Services Patient Care Report data directly into the patient's electronic health record for a better longitudinal patient record.

(5) Reconcile the electronic health record information including diagnoses and disposition back into the EMS patient care report for use in improving the EMS system.

D. ICEMA approved ePCR must be completed for all patients at the earliest opportunity consistent with EMS Agency policy, pursuant to California Health and Safety Code, Section 1797.227.

E. Contractor's ePCR must provide other data points consistent with the CEMSIS and ICEMA validation system, including any needed modifications to support EMS system data collection.

F. As health information systems evolve, the Contractor agrees to work with ICEMA and local hospitals to establish, and/or participate in, a Health Information Exchange (HIE) with each receiving facility, with automated data sharing for purposes of enhancing EMS system-level treatment, payment and operations through continuous quality improvement activities, including analysis of outcome data associated with individual patients. Should Contractor demonstrate that such HIE efforts have an associated financial impact, Contractor and ICEMA agree to meet and confer over that impact to cost or revenue.

8.5 RECORDS AND REQUIRED REPORTS

A. Personnel Reports:

(1) Contractor shall provide ICEMA with a list of all EMT-Basics and Paramedics employed by Contractor, as part of the ICEMA Agreement, as of the commencement date of the Agreement, who may provide services under this Agreement, and quarterly thereafter and shall update that list whenever there is a change throughout the year. This requirement may be met by Contractor keeping their employee certification and training database platform up to date.

(2) The personnel list shall include, at a minimum:

a. Name
b. California Paramedic license number and expiration date or EMT-Basic certification number and expiration date
c. Expiration date of all required courses
d. California Driver's License number

e. Residential address
f. Email address

B. The County expects Contractor to proficiently plan for and manage turnover so as to ensure the stability of its operations at all levels. Contractor shall develop and implement mechanisms to track, report, and provide information to the ICEMA Administrator.

8.6 COMMUNITY REPORT

A. Contractor shall provide an annual report to ICEMA on community programs and activities including, but not limited to:

(1) Number of conducted community education events

(2) First Responder/Law Enforcement Training

(3) CPR classes taught in Spanish and Mandarin language, including warning signs of heart attack and stroke

(4) Drowning prevention programs

(5) Community Emergency Response Team (CERT) volunteer training in Spanish

(6) Opioid awareness education in schools

(7) Narcan leave behind and narcotic/drug drop box programs

(8) Drunk driving prevention in schools

(9) Choking prevention

(10) Diabetes education/blood sugar checks

(11) Appropriate use of vehicle child-restraints

(12) Trip/fall hazards prevention

(13) Public relations activities

(14) Employee recognition

8.7 CUSTOMER FEEDBACK SURVEYS

A. Customer Service Outreach and Customer Inquiries:

(1) Contractor will provide a platform for internal and external community feedback and conduct regular internal randomized Customer Service Evaluation audits. Contractor will develop an enhanced patient satisfaction survey to assess, compare and provide third-party reports on how patients perceive the quality of care and will provide access to comments to ICEMA quarterly. All complaints may be anonymous but are to be counted with a unique identification number along with date and time of receipt.

(2) Contractor shall have a customer service telephone line giving customers and system participants the ability to contact a designated liaison of the Contractor's leadership team to discuss recommendations or suggestions for service improvements. The telephone line

shall be accessible without charge to all callers within the continental United States.

(3) The number may be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The number will be published on the Contractor's website and publicized at local healthcare facilities and public safety agencies.

(4) If the number is answered by an automatic greeting and/or menu selection, the initial message must immediately convey that this is a customer service line, and if caller has an emergency to hang up and dial 911 in case the caller inadvertently called the customer service line looking for emergency service.

(5) Members of the Contractor's management team are to be notified of any complaint calls. Incidents that require follow-up to the customer must be resolved by the end of three (3) business days from when the call was received, and if not possible, notification must be made to the customer with the status of the request.

B. Handling Service Inquiries and Complaints:

(1) Contractor shall log the date and time of each inquiry and service complaint. Contractor shall provide a prompt response and follow-up to each inquiry and complaint. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

(2) Contractor shall submit to ICEMA, on a monthly basis, a list of all complaints received and the disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall be referred to the EMS Medical Director using ICEMA's unusual occurrence procedure within twenty-four (24) hours of the initial inquiry.

C. Contractor shall submit the results of a customer satisfaction survey administered by a third-party to the ICEMA Administrator annually.

8.8 OTHER REPORTS

A. Contractor shall promptly allow for the inspection of and/or provide a copy of other reports and/or records as may be reasonably required by ICEMA Administrator.

B. These reports and/or records include copies of any memos and/or other correspondence distributed to field personnel related to EMS clinical or operational issues as well as newsletters or updates provided to Contractor's personnel and/or system stakeholders.

SECTION IX - SUB-CONTRACTING

9.1 SUB-CONTRACTING RESTRICTIONS

Except for the sub-contracting provisions specified herein, Contractor shall not assign or sub- contract any portion of the Agreement for services to be rendered without prior written consent of County, which County may withhold in its sole discretion, and any assignment made contrary to the provisions of this section may be deemed a material breach of the Agreement and, at the option of County shall not convey any rights to the assignee.

SECTION X -ADMINISTRATIVE REQUIREMENTS

10.1 REGULATORY AND POLICY REQUIREMENTS

A. Contractor shall provide services in accordance with the requirements of California Health and Safety Code sections 1797 et seq., California Code of Regulations, Title 22, Division 9, and ICEMA Policies and Procedures, and all other applicable State and Federal requirements, including any amendments or revisions thereof.

B. Contractor shall follow all direction provided by the Executive Officer, EMS ICEMA Administrator, their designee, or the ICEMA Medical Director.

C. Contractor will cooperate with ICEMA's ongoing development of policies and procedures for appropriate patient care.

10.2 COMMISSION ON ACCREDITATION OF AMBULANCE SERVICES

Contractor and Subcontractor shall become accredited by the Commission on Accreditation of Ambulance Services (CAAS) for the Comprehensive Service Area within 18 months following commencement of the Contract term and shall maintain this accreditation throughout the terms of this Agreement.

10.3 NEW EMPLOYEE AND COMPANY ORIENTATION

A. Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall be approved by ICEMA and include at a minimum:

(1) Pre-employment seven-panel drug screen

(2) Pre-employment Department of Transportation (DOT) physical

(3) Criminal records background check, sex offender registry and OIG

(4) Licensure verifications

(5) Three-year motor vehicle records and insurance approval

(6) Pre-employment cognitive written exam – scoring 75% or higher

(7) Pre-employment psychomotor practical skills exam – scoring 75% or higher

(8) Oral interview with management

(9) Successful completion of 40-hour classroom orientation

(10) Successful completion of 48-hour clinical ride

(11) Completion of Company Equipment and Vehicle Operation (CEVO) course

(12) Agency policies and procedures

(13) Radio communications with and between the provider agencies, base hospital, receiving hospitals, and County communications centers

(14) Ambulance and equipment utilization and maintenance

(15) Continual orientation to customer service expectations

(16) Performance improvement

(17) The billing and reimbursement process, and compliance

B. Cognitive and Psychomotor Examination

(1) Paramedic and EMT cognitive exams based on the national standard curricula by the National Highway Traffic Safety Administration (NHTSA).

(2) Psychomotor examination consisting of five (5) separate skills in a scenario-type format to approximate the abilities of the EMT or paramedic to function in the out-of-hospital setting.

C. Candidates must demonstrate an acceptable level of competency in the following skills:

(1) Patient Assessment – Trauma

(2) Ventilatory Management

(3) Basic Life Support

(4) Advanced Cardiac Life Support Megacode (Paramedic Only)

(5) IV and Medication Administration

(6) OB-GYN and Pediatric Emergencies

10.4 EMS ORIENTATION

A. Contractor shall ensure that all field personnel, not previously employed in San Bernardino County, attend a Contractor orientation to the San Bernardino County EMS System which shall be approved by ICEMA.

B. This orientation shall offer an overview of the San Bernardino County EMS system, review of ICEMA EMS Policies and Procedures with particular attention to specialized systems of care, EMS documentation requirements, and Local Optional Scope practices.

10.5 HEALTH AND SAFETY/INJURY AND ILLNESS

A. Contractor shall have an EMS Agency Occupational Safety and Health Policy that complies with all California Occupational Safety and Health Administration (Cal OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste.

B. All prehospital personnel shall be trained in prevention, Personal Protective Equipment (PPE), and universal precautions.

C. The Health and Safety program shall include, at a minimum:

(1) Pre-screening of potential employees (including drug testing consistent with California law)

(2) Initial and on-going driver training

(3) Lifting technique training

(4) Hazard reduction training

(5) Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues.

(6) Involvement of employees in planning and executing its safety program; and

(7) Review current information related to medical device FDA reportable events, recall, equipment failure, accidents.

D. Contractor's health, safety and risk mitigation process will include, at a minimum:

(1) Gathering data on all incidents that occur among the Contractor's workforce.

(2) Analyzing the data to find causative factors and determine preventive measures.

(3) Devising policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors.

(4) Gathering health and safety information as required by law.

(5) Implementing training and corrective action on health and safety related incidents, as required by law.

(6) Providing initial and on-going training on safe practices and interventions.

(7) Providing safe equipment and vehicles.

E. Contractor shall provide adequate PPE to employees, including universal precautions for routine care, uniforms and personal protective gear to employees working in hazardous environments, including but not limited to rescue operations and motor vehicle collisions. The Contractor shall select this equipment in conjunction with field providers to ensure it complies with current workflow and will be adapted in the care process. All field providers must be trained in the use of PPE and fit tested when appropriate. Policies and procedures must clearly describe the routine use of PPE on all patient encounters. The Contractor shall maintain uniform standardization as approved by ICEMA.

F. PPE shall meet all State and Federal requirements specific to EMS use and State of California EMS Authority recommendations for PPE. At a minimum, personal protective gear shall include appropriate protection for:

(1) Head (e.g., safety helmet)

(2) Eyes (e.g., safety helmet face shield or goggles)

(3) Ear protection

(4) Skin (e.g., jacket and gloves)

(5) Respiratory protection (e.g., face masks and N95 masks)

10.6 EVOLVING OSHA AND OTHER REGULATORY REQUIREMENTS

A. If regulatory requirements change for occupational safety and health, including but not limited to, infection control, blood borne pathogens, and TB during the term of this Agreement the Contractor shall adopt procedures that meet or exceed all requirements.

B. Contractor shall make health screening and all currently recommended immunizations available

to its high-risk personnel at no cost.

10.7 SUPPORT OF LOCAL EMS TRAINING ACTIVITIES

A. The County EMS system is composed of multiple individuals and agencies. ICEMA expects the Contractor to collaborate and work with these system stakeholders in improving service, clinical care, and system performance. The stakeholder groups include but are not limited to, physicians, nurses, paramedics, EMT-Basics, and fire service personnel.

B. In an effort to continually bring new caregivers into the EMS system, Contractor shall:

(1) Offer educational opportunities for EMT-Basic students to ride-along on Contractor's ambulances. Preference should be given to local EMT training programs. Participating programs will be required to execute a ride-along agreement with Contractor.

(2) Provide preceptors and internships for paramedic students enrolled in community colleges and private training programs located in San Bernardino County. These local training programs will generally have priority over out-of-county training programs, but not over Contractor's local employees who may be enrolled in an out-of-county training program.

10.8 SPECIAL TEAMS AND EVENTS

A. Contractor shall develop or expand the following special operational programs:

(1) Fire/Unique Incident Medical Support

(2) Enhanced Remote Response Capabilities

(3) Tactical Medic Program

(4) Paramedic Bicycle Team

10.9 PARTICIPATION IN EMS SYSTEM DEVELOPMENT

A. ICEMA anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. ICEMA requires that its provider(s) actively participate in EMS activities, committee meetings, and work groups including disaster preparedness planning. Contractor shall participate and assist in the development of system changes.

B. Contractor shall explore a telehealth option with ICEMA and the ICEMA Medical Director to develop a telehealth technology program incorporated into the caregivers ePCR tablet that may allow patients to receive the right care at the right time with the right resources reducing the financial burden on the patient of an ambulance transport and emergency department bill.

C. Providing person-centered care, such that beneficiaries receive the appropriate level of care while having greater control of their healthcare through the availability of more options.

D. Encouraging appropriate utilization of services, to meet healthcare needs effectively.

E. Increasing efficiency in the EMS system, to more readily respond to and focus on high- acuity cases.

F. Contractor will be expected to work with ICEMA and EMS system participants to analyze the benefits of new innovative programs and discuss the implementation and value of telehealth programs for San Bernardino County.

10.10 COMMUNITY PARAMEDICINE

A. Contractor, and EMS Agency shall work together to provide additional creative solutions to support the health and welfare of community members through the utilization of fire and ambulance personnel to conduct programs such as reduction of repeat hospital visits with patient home follow-up, transportation to alternate locations.

B. Contractor shall meet and confer on the potential implications of local Community Paramedic programs. All programs must be approved by ICEMA.

C. Contractor will provide Rapid Resource Vehicles with the approval of ICEMA and area hospitals to provide additional staff, system resources, replenish stretchers and other equipment, with the goal of reducing Ambulance Patient Offload Delays (APOD).

D. Behavioral Health Units - Contractor will consult with ICEMA and the ICEMA Medical Director on the implementation of its new secure Behavioral Health Transportation vehicles to reduce emergency department waiting time and unnecessary ambulance transport. This new added service will be available on April 1, 2024

10.11 COMMUNITY EDUCATION

A. Training a Future Workforce – As part of a recruiting and hiring approach, within one (1) year of startup, Contractor will provide free EMT training and certification to entry level trainees who want to begin a career in EMS. Contractor will partner with a local community college and its continuing education program to support multiple EMT Academies each year with paid tuition and testing fees.

B. Upon graduation and passing of the National Registry EMT exam, EMTs will work initially on Contractor ambulances for a specified period of time. EMTs will then have preferred placement when local fire service agencies recruit for firefighter-EMT positions if they so choose.

C. Contractor will support prevention and system access through community education programs provided to schools, and community groups. Contractor shall lead or participate in such programs working collaboratively with ICEMA, other public safety and EMS-related groups.

D. Contractor will annually plan and implement definitive community education programs, which will include the identification of and presentation to key community groups which influence the public perception of the EMS system's performance. Programs offered but not limited to:

(1) Chest Pain Awareness and hands only CPR training events

(2) "Stop the Bleed" education

(3) Fall Prevention programs

(4) Fill the ambulance charity event

(5) Participation in "EMS Week" and other educational activities involving prevention, system awareness, system access and appropriate use of the EMS system.

E. Collaborate with ICEMA and invite fire agencies to participate in offering free of charge education to skilled nursing facilities on effective access and efficient utilization of the 911 system on an annual basis. This program will build relationships that influence the public's perception of the EMS system within these care communities and provide training to facility staff on:

(1) San Bernardino County's EMS response.

(2) How to be prepared when calling 911.

(3) Requests for EMS with Physician Ordered Life Sustaining Treatment (POLST) in place.

(4) What EMS responders will need when they arrive.

F. Partner with the California Highway Patrol (CHP) "Every 15-Minutes" and other Driving Under the Influence (DUI) reduction programs.

G. Provide event planning support, EMS staff, and equipment for programs in the County as requested by CHP.

10.12 ENVIRONMENTAL REQUIREMENTS

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

10.13 RECYCLING

San Bernardino County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. Contractor shall make reasonable efforts to comply with County Policy 11-08, The County, therefore, encourages its Contractors to recycle appropriate materials offered by the waste disposal services in the area, and reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible, and reuse appropriate items when possible. Also important is the proper disposal of toxic, flammable, biohazard and/or hazardous materials.

Some examples of environmentally friendly practices include:

A. Backhauling product packaging to the supplier for reuse or recycling.

B. Shipping in bulk or reduced packaging.

C. Using soybean-based inks for packaging printing.

D. Using recycled product packaging or using recyclable or reusable packaging material the County encourages all Contractors for goods and services to adhere to these principles where practical.

10.14 CONFORMITY WITH LAWS AND SAFETY

In performing services under this Agreement, Contractor shall observe and comply with all applicable

laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties, and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

10.15 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS

Employment Discrimination

A. During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
B. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
C. Contractor shall recruit vigorously and encourage minority - and women- owned businesses to bid its sub-contracts.
D. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
E. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

10.16 DRUG AND ALCOHOL-FREE WORKPLACE

Contractor shall maintain a drug and alcohol-free workplace. Contractor shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any facility or work site.

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing services under this Contract:

Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

10.17 TIME OF ESSENCE

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance provided, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

10.18 ACCIDENTS

A. If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement and/or warrants submission of an ICEMA Unusual Occurrence Report (as per ICEMA Policy), Contractor shall immediately notify the County, but not more than two hours following the incident, by contacting the ICEMA designated EMD Center and speaking with ICEMA Duty Officer on call. Doing so is mandatory prior to any news or social media release by contractor.
B. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant the County the opportunity to review and inspect such evidence, including the scene of the accident, provided, however, this shall not be construed to require contractor to disclose communications privileged under attorney-client privilege or correspondence created under the attorney work product doctrine
C. Contractor to have a policy prohibiting the taking and release of photos of patients or victims by any device unless officially directed to do so by a specifically authorized contractor manager(s).

10.19 WORKER'S COMPENSATION

Contractor shall provide Workers' Compensation insurance, in accordance with Exhibit 4, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

10.19 FORCE MAJEURE

In the event the Scope of Work (as detailed in the Request for Proposals [RFP] Section IV) is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions or otherwise affects San Bernardino County and the Contractor's labor or supply chain, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. If one party believes a Force Majeure event has occurred, they shall promptly notify the other party. Both parties shall meet and confer to discuss ways to mitigate the potential impacts of the Force Majeure event.

SECTION XI - FISCAL REQUIREMENTS

11.1 PRICING, BILLING, AND COLLECTIONS

A. The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.

B. Contractor shall be entitled to charge patients for the services rendered according to the User Fee Schedule in Exhibit 2. Contractor shall not discount its rates less than the rates set forth in Exhibit 2, except where required by law (e.g., Medicare or Medicaid, or where a patient meets Contractor's Compassionate Care Policy).

C. Contractor shall submit any requested revisions to this list of charges to the ICEMA Administrator for approval prior to instituting any new charges. Such approval shall be in the sole discretion of the ICEMA Administrator. Approval, however, shall not be unreasonably withheld.

D. Contractor shall not receive a subsidy from the County for the performance of any services described within this Agreement. Nothing herein shall prohibit the County from entering into a separate agreement(s) with Contractor. Nothing herein shall be construed as prohibiting Contractor from applying for and/or receiving other forms of revenue, reimbursement or compensation through other lawful sources, including, without limitation, programs such as Ground Emergency Medical Transportation (GEMT) authorized by the Centers for Medicare and Medicaid Services.

11.2 DEDICATED STANDBY

Contractor may negotiate its usual and customary responsible party fees for a private organization that requests a dedicated ALS or BLS standby ambulance at a special event. Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services. Contractor reserves the right to sub-contract standby services to ICEMA approved ambulance providers.

11.3 MEDICARE AND MEDI-CAL

Contractor shall not reject patients on the basis of insurance coverage or carrier, including accepting Medicare and Medi-Cal assignment for patient treatment and transport.

11.4 AMBULANCE TRANSPORT RATE ADJUSTMENTS

Ambulance rates may be adjusted annually in accordance with County Ordinance and ICEMA Policy.

11.5 BILLING AND COLLECTION SERVICES

A. Contractor is responsible for considerate billing and collection practices. Contractor's collection practices shall follow all State and Federal collection laws and regulations. Contractor's accounts receivable management system will be capable of timely response to patient and third-party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.

B. Contractor will have personnel available at the Contractor's local headquarters, accessible via a toll-free phone number to provide an initial response to questions regarding patient bills. The

Contractor will provide interpreter service, relative to billing and collections, to parties having limited English proficiency.

C. Contractor will have a billing and collections system that is well-documented, easy to audit, customer- friendly, assists in obtaining reimbursement from third party sources, and is capable of electronically filing Medicare and Medi-Cal billing claims.

D. Direct patient billing statements will be itemized so that all charges are clearly explained. The accounts receivable management system will automatically generate Medicare and Medi-Cal billing forms electronically or on paper.

E. If a patient is initially billed directly, Contractor's first invoice will request third-party payment information and ask the patient to contact the billing office. A toll-free number and return envelope will be provided.

F. If a patient has no third-party coverage, Contractor will have a liberal installment plan policy for payment arrangements. If the payment arrangements are not adhered to, the account may be assigned for collection.

11.6 COMPASSIONATE CARE PROGRAM

A. Contractor shall have a written financial hardship/compassionate care policy which shall apply to patients who do not have medical insurance and who have limited financial capacity. Policy to be made available upon request.

B. Contractor will implement programs that assist patients who are financially challenged, including:

(1) Discounted payment plan for services for uninsured or self-pay patients who demonstrate financial need.
(2) Payment plan available upon request for patients who demonstrate they require extra time paying off medical bills.
(3) Charity care plan for uninsured patients who are considered indigent under federal poverty guidelines.
(4) Compassionate care may be considered upon the submission by the patient or the patient's legal representative of a Fee Waiver Application.

C. A patient is determined eligible for the program based on their income level in comparison to the Federal Poverty Level (a patient must make within 125% of the level).

11.7 ACCOUNTING AND PAYMENTS TO ICEMA

A. Invoicing and Payment for Liquidated Damages

ICEMA shall render its invoice for any liquidated damages to the Contractor within thirty (30) business days of the end of the Contractor's monthly performance period. The Contractor shall pay ICEMA on or before the 30th day after receipt of the invoice. A five percent (5%) late payment charge will be assessed monthly on any payment made after the due date. If Contractor disputes any of the invoiced amounts, the parties shall meet to try and resolve the dispute during this thirty-day period. If they have not been resolved to satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts. Failure of Contactor to pay liquidated damages to ICEMA as specified within the timeline identified herein shall constitute material breach of this Agreement.

B. Payment and Service Charges

(1) ICEMA will issue an invoice to the Contractor each quarter, Contractor is required to pay a service charge in accordance with the cost of contract compliance monitoring as set by ICEMA and the Board of Supervisors. This service charge is intended to offset ICEMA's cost of oversight of Contractor's operations. The contract compliance monitoring service charge is estimated to be $1,800,000 for the first year of the contract and will receive an annually Consumers Price Index (CPI) adjustment. The Contractor will pay the following service charges as estimated below:

Estimated Annual Services	
Emergency Medical Services (EMS) Agency Oversight & Monitoring services	$1,800,000
ImageTrend, Annual estimate	$180,000
FirstWatch, On-line Compliance Utility (OCU), FirstPass Initial	$100,850
FirstWatch, OCU, FirstPass Annual	$17,356
ICEMA Designated Emergency Medical Dispatch (EMD) Center	$917,275

(2) Payments shall be made quarterly with the first payment due the last day of the month following the previous quarter. The annual aggregate payment shall not exceed the ICEMA's actual costs for management and regulatory activities associated with the contract.

(3) All payments to ICEMA by Contractor shall be due the last day of the month following the previous quarter. A late payment charge of five percent (5%) shall be assessed monthly if no payment is received by the last day of the next month. In the event Contractor's payments are not paid within 90 days, County may place Contractor in breach.

(4) ICEMA may increase the fees listed in this section annually beginning April 1 of each year, however, such increases may not exceed the Riverside-San Bernardino-Ontario Consumer Price Index (Riverside-San Bernardino-Ontario CPI) increases for the previous year.

(5) Contractor shall pay all liquidated damages and/or other financial payments to ICEMA pursuant to the terms of this Agreement.

11.8 TAXES

Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

SECTION XII - GENERAL AGREEMENT REQUIREMENTS

12.1 TRAINING DOCUMENTATION RETENTION

Contractor shall ensure that all personnel subject to training requirements have obtained all necessary education. At all times, Contractor shall retain copies of the current training documentation including but not limited to course completion certificates for all paramedics and EMT-Basics performing services under this Agreement while employed and for 5-years thereafter.

12.2 AUDITS AND INSPECTIONS

A. Contractor shall maintain separate full and accurate financial records for services provided pursuant to this Agreement in accordance with generally accepted accounting principles.

B. With reasonable notification and during normal business hours, ICEMA, its authorized agents, officers, or employees, shall have the right to review all business records including financial records of Contractor pertaining to this Agreement. All records shall be made available to ICEMA at the ICEMA office or other mutually agreeable location. ICEMA may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment contracts.

C. Contractor shall make available a year-end financial report to the ICEMA Administrator for review. This report shall include annual financial statements reviewed by an independent public accounting firm in accordance with generally accepted accounting procedures. Statements shall be available to the ICEMA Administrator on an annual basis within one hundred twenty (120) calendar days of the close of Contractor's fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the San Bernardino County operation shall be required and shall be subject to the independent auditor's review. Contractor shall make all financial records for San Bernardino County contract services available to ICEMA to audit as requested.

D. Contractor may be required to provide ICEMA with periodic report(s) in the format approved by ICEMA Administrator to demonstrate billing compliance with approved/specified rates.

12.3 ANNUAL PERFORMANCE EVALUATION

A. The County will evaluate the performance of the ambulance provider annually through the Emergency Medical Care Committee (EMCC) as stated in Section 1.4. Contractor shall submit to ICEMA, an annual performance report as required by ICEMA Administrator, which at a minimum, shall include the following in the performance evaluation:

(1) Documentation of Contractor's overall compliance with the terms and conditions of this Agreement.

(2) Objective and auditable documentation of Contractor's quarterly financial operations statements and annual audited report demonstrating financial performance and stability.

(3) Documentation of actions of Contractor's personnel in collaborating with ICEMA and system stakeholders to deliver efficient, effective, and compassionate prehospital care to the residents and visitors of the County.

(4) Objective and subjective documentation of satisfaction of Contractor's customers; and

(5) Objective documentation of community engagement by Contractor, including education and prevention activities.

Note: The decision to extend or renew a contract is at the sole discretion of the County, regardless of the results of the EMCC annual evaluation.

12.4 CONTINUOUS SERVICE DELIVERY

A. Contractor agrees that, in the event of a material breach by Contractor, Contractor will work with the County to ensure continuous and uninterrupted delivery of services that meet or exceed all performance standards under the Agreement, regardless of the nature or causes underlying such breach.

B. Contractor agrees that there is a public health and safety obligation to assist County in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if Contractor disagrees with the determination of material breach.

12.5 DISPUTE RESOLUTION

In the event of a material dispute between the parties which is not resolved through the provisions as described herein, the parties shall use their best efforts to settle the dispute through negotiation with each other in good faith. If, after a good-faith attempt, the dispute is not resolved, County and Contractor may agree to non-binding mediation or arbitration to resolve any material dispute or material claim between them arising out of this Agreement or any resulting transaction before resorting to other court action.

A. Fees and Costs
The mediation or arbitration fee, if any, shall be divided equally among the parties involved. Each party would bear their own costs.

B. Discovery
In advance of the mediation or arbitration, the parties shall voluntarily exchange all non-confidential and non-exempt documents requested by the other party that relate to the dispute.

C. Confidentiality
Any mediation or arbitration proceeding shall be confidential and shall not be admissible in a subsequent proceeding.

12.6 LAME DUCK PROVISIONS

Conditions:

A. Should this Agreement not be renewed or extended, or if ICEMA has indicated its intent to enter into a procurement process to seek a different emergency ALS, BLS, IFT or CCT, including 911 emergency response service provider, Contractor agrees to continue to provide all services required in and under this Agreement until the County or a new entity approved by ICEMA assumes service responsibilities. Under these circumstances, Contractor will serve as a lame duck Contractor for an extended period of time, which could be a year or longer. To ensure continued performance fully consistent with the requirements in this Agreement through any such period, the following provisions shall apply:

B. Contractor shall continue all operations and support services at the same level of effort and

performance as were in effect prior to the award of the subsequent contract to a competing organization, including but not limited to compliance with provisions of this Agreement related to qualifications of key personnel. Neither shall the Contractor inflate costs that a new Contractor would be required to assume.

C. Contractor shall make no changes in methods of operation that actually reduce or could reasonably be considered to be aimed at reducing Contractor's service and operating costs to maximize or affect a gain during the final stages of this Agreement.

D. Contractor shall make no changes to employee salaries during this period that could reasonably be considered to be aimed at increasing costs to the incoming provider. Regularly scheduled increases based on length of service or contained in pre-existing binding contracts or labor agreements will be allowed.

E. Should there be a change in provider, the current service provider shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Bidders and shall allow without penalty its employees to sign contingent employment agreements with competing Bidders at employees' discretion. The current service provider acknowledges and agrees that non-exempt personnel, EMT-Basics, and paramedics, working in the EMS system have a reasonable expectation of long-term employment in the system, even though contractors may change. However, the current service provider may prohibit its employees from assisting competing Bidders in preparing proposals by revealing trade secrets or other information about the current service provider business practices or field operations.

F. The County recognizes that if another organization should be selected to provide service, the current service provider may reasonably begin to prepare for transition of service to the new entity. ICEMA shall not unreasonably withhold its approval of the current service provider request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair the current service provider performance during this period.

G. Should the County select another organization as a service provider in the future, the current service provider personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse employment action, interference, or retaliation by the current service provider or County.

12.7 FEDERAL HEALTHCARE PROGRAM COMPLIANCE PROVISIONS

Contractor and County shall comply with all applicable federal laws, rules and regulations for operation of its enterprise, emergency ambulance services, including 911 emergency response system and those associated with employees.

12.8 MEDICARE COMPLIANCE PROGRAM REQUIREMENTS

Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Contractor's Compliance Program shall substantially comply with the current regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers, published in the Federal Register at 68 Fed. Reg. 14245 (March 24, 2003).

12.9 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

CONFIDENTIALITY

A. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

12.10 PERMITS AND LICENSES

A. Contractor shall be responsible for and shall hold all required federal, state or local permits or licenses required to perform its obligations under the agreement.

B. Contractor shall make all necessary payments for licenses and permits for the services and for issuances of state permits for all ambulance vehicles used.

C. Contractor shall schedule and coordinate all such applications and application renewals as necessary to ensure that Contractor is in complete compliance with federal, state and local requirements for permits and licenses as necessary to provide the services.

D. Contractor shall ensure that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

12.11 COMPLIANCE WITH LAWS AND REGULATIONS

All services furnished by Contractor under this Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be Contractor's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under this Agreement, and to maintain compliance with those applicable standards at all times.

12.12 RETENTION OF RECORDS

Contractor shall retain all documents pertaining to this Agreement as required by Federal and State laws and regulations no less than seven (7) years from the end of the fiscal year following the date of service, and until all Federal/State audits are complete and exemptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the County, the State of California, and the United States (US) Government.

12.13 PRODUCT ENDORSEMENT/ADVERTISING

Contractor shall not use the name of San Bernardino County or ICEMA for the endorsement of any commercial products or services without the prior express written permission of the ICEMA Administrator.

12.14 OBSERVATION AND INSPECTIONS

A. An ICEMA representative may ride along on any of Contractor's ambulances or supervisor vehicles at any time to observe Contractors staff to ensure they conduct themselves in a professional and courteous manner, are following ICEMA policies and procedures, are at all times respectful to patients, other first responders, hospital staff and Contractor's employees.

B. An ICEMA representative may inspect any of Contractor's ambulances or supervisor vehicles at any time to ensure they meet the requirements of this Agreement.

C. At any time during normal business hours and as often as may be reasonably deemed necessary by ICEMA, ICEMA or San Bernardino County representatives may observe Contractor's office operations, and Contractor shall make available to ICEMA for its examination any and all business records, including incident reports, patient records, financial records of Contractor pertaining to this Agreement. ICEMA may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel (subject to privacy and HIPPA statutes) and other records, daily logs, employment contracts, and other documentation for ICEMA to fulfill its oversight role.

D. Contractor shall provide access to various monitoring systems used by Contractor, including but not limited to Electronic Patient Care Record (ePCR), Computer Aided Dispatch (CAD), Automatic Vehicle Location (AVL), mapping, system status management, operational and clinical performance, as well as screens for displaying dynamic data and information contained therein at ICEMA. Contractor shall also ensure remote access to the same systems for authorized personnel as specified by the ICEMA Administrator at Contractor's cost.

12.15 OMNIBUS PROVISION

Contractor understands and agrees that for five years following the conclusion of this Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives or agencies, the specifications and subsequent contracts, and any such books, documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.

12.16 RIGHTS AND REMEDIES NOT WAIVED

Contractor covenants that the provision of services to be performed by Contractor under this Agreement shall be completed without compensation from the County, except as specified herein. The acceptance of work under this Agreement shall not preclude an action for failure to perform work later discovered not to have been performed in accordance with this Agreement.

12.17 CONSENT TO JURISDICTION

Contractor shall consent to the exclusive jurisdiction of the courts of the State of California or a federal court in California in all actions and proceedings between the parties hereto arising under or growing out of this Agreement. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this

Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

12.18 END-TERM PROVISIONS

Contractor shall have ninety (90) days after termination of this Agreement or any lame duck period in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of this Agreement at the end of the term.

12.19 ATTORNEY'S FEES AND COSTS

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

12.20 INDEPENDENT CONTRACTOR

A. No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County or ICEMA in any capacity whatsoever, and County or ICEMA shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor. Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

B. Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County and ICEMA harmless from any and all liability which County or ICEMA may incur because of Contractor's failure to pay such amounts.

C In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County or ICEMA.

D. Contractor agrees to perform their said work and functions at all times in strict accordance with currently approved methods and practices in their field and that the sole interest of ICEMA is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by ICEMA concerned.

12.21 INDEMNIFICATION

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and ICEMA and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, Including the acts, errors or omissions of any person and for any costs or expenses incurred by the County or ICEMA on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's or ICEMA's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

12.22 INSURANCE

Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies as designated in the attached Exhibit 4 and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit 4 shall be named as an additional insured on Contractor's auto liability, general liability, and cyber liability policies, if applicable. A Waiver of Subrogation is required for said coverage as well as Worker's Compensation. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

12.23 PERFORMANCE SECURITY

A. Contractor shall obtain and maintain in full force and effect, throughout the term of this Agreement, a twenty-million-dollar ($20,000,000) performance security bond or irrevocable Letter of Credit to guarantee our performance within the scope of this Agreement.

B. The performance security bond or irrevocable Letter of Credit will be payable without condition to San Bernardino County as detailed in Section 13.3, with surety acceptable to and approved by the Auditor-Controller, which bond or irrevocable letter of credit shall guarantee to the County.

C. The performance bond must be issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with Section 995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond, including the bonding company issuing the bond, shall be acceptable in form and content to the County.

12.24 CONFLICTS OF INTEREST

Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would amount to a prohibited conflict of interest under state or federal law with regards to services provided under this Agreement.

12.25 DEBARMENT AND SUSPENSION

Contractor certifies that neither it nor its principals or subcontracts is presently debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website https://www.sam.gov). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing.

12.26 OWNERSHIP OF DOCUMENTS

A. The County and ICEMA understand that certain information pertaining to Contractor's operations are considered trade secrets and not readily apparent to the public or other organizations. The Contractor has taken substantial efforts to protect this information as well as the personal and private information of its key personnel and employees. The County and ICEMA shall not disclose or use Contractor's trade secrets without express written permission of the Contractor, except as otherwise necessary for the administration of this Agreement or as required by law. The County and ICEMA shall not disclose or use personal and private information of Contractor's key personnel, except as otherwise permitted or required by law, without the express written permission of the person or Contractor.

B. In the event that the County or ICEMA receives a request for records pursuant to the California Public Records Act and such request involves records produced by the Contractor or containing descriptions of the Contractor's operations, it shall withhold or redact information that it reasonably believes is a trade secret under California Civil Code section 3426.1(d), unless disclosure of such information is otherwise authorized by Contractor in writing. The County shall notify Contractor of any such Public Records Act request within five (5) days of the request. The County or ICEMA shall consult with Contractor to determine whether information is a trade secret, or otherwise exempt from disclosure. Contractor acknowledges that the County or ICEMA has an independent obligation to control the disclosure of information requested under the Public Records Act pursuant to California Government Code section 7921.005. If litigation is filed against the County or ICEMA seeking disclosure of information withheld as trade secrets, Contractor shall defend, indemnify, and hold the County or ICEMA harmless from and against all claims of liability, including attorney's fees incurred by those demanding disclosure of such documents.

12.27 MODIFICATION AND AMENDMENT

The terms of this Agreement may be modified by mutual consent of County and the Contractor in writing.

12.28 SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

12.29 ASSIGNMENT

A. A consideration of this Agreement is the personal reputation of both parties; therefore, Contractor shall not assign any interest in this Agreement or subcontract any of the services

Contractor is to perform hereunder without the prior written consent of County. Consent may be withheld at the County's sole discretion. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by Contractor, or to perform any of the remaining services required under this Agreement within the same time frame required of Contractor.

B. If Contractor changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by Contractor. Failure of Contractor to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

12.30 THIRD PARTY BENEFICIARIES.

Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

12.31 ELECTRONIC SIGNATURES.

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

SECTION XIII – BREACH AND PROVISIONS FOR TERMINATION

13.1 MATERIAL BREACH AND PROVISIONS FOR TERMINATION OF THIS AGREEMENT

A. County shall have the right to terminate or cancel this Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches this Agreement and fails to correct such material breach within thirty (30) days following the service on it of a written notice by County specifying the material breach complained of and the date of intended termination of rights hereunder absent cure.

B. County reserves the right to immediately terminate or cancel this Agreement if in the determination of ICEMA Executive Officer's continued service by Contractor poses an imminent threat to the general public health and safety.

13.2 DEFINITIONS OF BREACH

A. Conditions and circumstances that shall constitute a material breach by Contractor shall include but not be limited to the following:

(1) Willful failure of Contractor to operate the emergency and advanced life support (ALS) ambulance services including 911 emergency response system in a manner which enables County or Contractor to remain in substantial compliance with the requirements of the applicable federal, state, and County laws, rules, and regulations. Individual minor infractions of such requirements shall not constitute a material breach, but such willful and repeated breaches shall constitute a material breach.

(2) Willful falsification of data supplied to County by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or falsification of any other data required under Agreement.

(3) Willful failure by Contractor to maintain equipment in accordance with good maintenance practices.

(4) Deliberate and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period.

(5) Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Bidders during a subsequent proposal cycle.

(6) Willful attempts by Contractor to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations.

(7) Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance.

(8) Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures.

(9) Repeated failure of Contractor to meet response time compliance, meet in good faith to collaboratively address outliers, and/or Clinical Performance Measure requirements after receiving notice of non-compliance from ICEMA Administrator.

(10) Repeated failure of Contractor to pay any liquidated damages to ICEMA on or before the 30th day after receipt of the invoice.

(11) Failure to employ Key Personnel or suitable replacement(s) approved by and performing to the satisfaction of ICEMA Administrator and/or ICEMA Medical Director at any time during the course of this Agreement term.

(12) Failure of Contractor to provide and maintain the required insurance as described in Exhibit 4.

(13) Repeated failure to provide data and/or reports generated in the course of operations, including, but not limited to, dispatch data, patient care data, response time data, or financial data, within the time periods specified.

(14) Any failure of performance, clinical or other, which is determined by the ICEMA Administrator and confirmed by the ICEMA Medical Director to constitute an imminent threat to the general public health and safety.

(15) Failure of Contractor to comply with the vehicle lease provisions, if applicable.

13.3 COUNTY'S REMEDIES

A. Termination:

(1) If conditions or circumstances constituting a material breach exist, County shall have all rights and remedies available at law and in equity, specifically including the right to terminate this Agreement. Termination shall not affect any rights or obligations of the parties that accrued prior to the date of termination.

(2) In the event of an uncured material breach, County shall also have the right to demand and draw upon the performance security bond or irrevocable letter of credit in full.

B. Emergency Takeover

(1) The County shall have the right to pursue Contractor for damages and the right of Emergency Takeover including, but not limited to as set forth in Section XIII in accordance with Section 13.7 of this Agreement.

(2) All County's remedies shall be non-exclusive and shall be in addition to any other remedy available to the County.

13.4 PROVISIONS FOR CURING MATERIAL BREACH

A. Specifications:

(1) In the event the County Board of Supervisors determines that there has been a material breach by Contractor of the standards and performances as described in this Agreement, which breach represents an imminent threat to the general public health and safety, such action shall constitute a material breach of this Agreement. In the event of a material breach, County shall give Contractor written notice, by regular mail, return receipt requested, setting forth with reasonable specificity the nature of the material breach.

(2) Except where ICEMA Administrator determines that the breach presents an imminent threat to the general public health and safety requiring an immediate termination of this Agreement,

Contractor shall have the right to cure such material breach within thirty (30) days of delivery of such notice and the reason such material breach endangers the public's health and safety. However, within forty-eight (48) hours of receipt of such material breach notice, Contractor shall deliver to ICEMA, in writing, a plan of action to cure such material breach. If, within ICEMA's sole determination, Contractor fails to cure such material breach within the period allowed for cure or Contractor fails to deliver the cure plan to ICEMA within 48 hours, ICEMA may take over Contractor's operations in accordance with Section 13.7 of this agreement. Contractor shall cooperate completely and immediately with ICEMA to affect a prompt and orderly transfer of all responsibilities to ICEMA.

(3) Contractor shall not be prohibited from disputing any such finding of material breach through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the County. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a

(4) Emergency Takeover has been completed.

(5) Contractor's cooperation with and full support of such Emergency Takeover shall not be construed as acceptance by Contractor of the findings and material breach and shall not in any way jeopardize Contractor's right of recovery should a court later find that the declaration of material breach was made in error. However, failure on the part of Contractor to cooperate fully with the County to affect a smooth and safe takeover of operations, shall itself constitute a breach of this Agreement, even if it was later determined that the original declaration of material breach by the County was made in error.

(6) For any material breach by Contractor, which does not endanger public health and safety, or for any material breach by County, which cannot otherwise be resolved, early termination provisions that may be agreed to by the parties will supersede these specifications.

13.5 NO WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

13.6 TERMINATION

A. Written Notice:

(1) This Agreement may be canceled immediately by written mutual agreement of the Contractor and the County.

B. Failure to Perform:

(1) If Contractor fails to cure a material breach under the terms of Section 13.4 or the County invokes an Emergency Takeover in accordance with Section 13.7 of this Agreement, County, upon written notice to Contractor, may immediately terminate this Agreement. In the event of such termination, ICEMA may proceed with the Scope of Work (as detailed in the Request for Proposals [RFP] Section IV) in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be partially supported by securing any sum due Contractor under this Agreement or from third-party payors or clients who have paid

Contractor a fee for services within San Bernardino County, without prejudice to County's rights otherwise to recover its damages. ICEMA and Contractor may meet and confer regarding the County's assumption of sums due to Contractor.

13.7 EMERGENCY TAKEOVER

A. Specifications:

(1) In the event ICEMA reasonably determines that an actual, anticipated or threatened material breach has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach is, in the ICEMA Executive Officer's sole determination, such that general public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct the deficiency (as outlined in Section 13.1), the matter shall be presented to the Board of Supervisors. If the Board concurs that a breach has occurred, and that general public health and safety would be endangered by allowing Contractor to continue its operations, Contractor shall cooperate fully with County to affect an immediate takeover by ICEMA of Contractor's ambulances, comfort stations, and accounts receivables. Such takeover shall be effective within not more than 72 hours after Board of Supervisors' action.

(2) In the event of an Emergency Takeover, County may lease for a period of twelve (12) months any and all service vehicles used by the Contractor in the performance under the Agreement, including, but not limited to, fully equipped ambulances and Supervisor vehicles, in accordance with the lease form attached as for one dollar ($1.00) per month per vehicle, see Exhibit 7. County may also lease Contractor's comfort stations for one dollar ($1.00) per month per station. County shall have full use of vehicles and equipment and may, at County's sole option, hire another company or entity approved by ICEMA to manage ambulance operations until a replacement provider for the EOA is selected through a procurement process conducted by ICEMA in accordance with the California Emergency Medical Services Authority (EMSA) requirements.

(3) Contractor shall fully cooperate if County elects to lease any or all service vehicles pursuant to the above provision. Alternatively, County may elect to purchase the vehicles at their depreciated value as of the date of such election. County shall have sole discretion as to which vehicles it leases, subleases, or purchases pursuant to these provisions.

(4) Contractor shall deliver ambulances and comfort stations to ICEMA in mitigation of any damages to County resulting from Contractor's material breach. All funds recovered, and equipment leased, subleased, or purchased from Contractor by County will be used for the sole purpose of ensuring continuous emergency ambulance services, including 911 emergency response. Examples of how funds will be used are: personnel salaries and benefits, equipment and supplies, building and vehicle lease payments, and insurance premiums.

(5) ICEMA shall have the right to authorize the use of Contractor's vehicles, equipment and comfort stations by another company or entity. Should County require a substitute Contractor to obtain insurance on equipment, vehicles, or rest stations, or should County choose to obtain insurance on vehicles/equipment/rest stations, Contractor shall be a "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.

(6) All of Contractor's vehicles and related equipment necessary for provision of emergency

ambulance services, including 911 emergency response under this Agreement will be delivered to ICEMA during an Emergency Takeover period. Contractor shall maintain and provide to ICEMA a listing of all vehicles used in the performance of this Agreement, including reserve vehicles, their license numbers, and name and address of lien holder, if any, and all comfort station locations. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide emergency ambulance services, including 911 emergency response hereunder shall be reported to ICEMA within thirty (30) days of said change, sale, transfer or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of Emergency Takeover.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated:

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

By ► Nathan Cooke
(Authorized signature - sign in blue ink)

Name Nathan Cooke
(Print or type name of person signing contract)

Title Interim Director
(Print or Type)

Dated: November 30, 2023

Address 1743 Miro Way Rialto
CA 92376

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► John Tubbs II	►	►
John Tubbs II, Deputy County Counsel		
Date 11-28-23	Date	Date

EXHIBIT 1 - DEFINITIONS

Accredited Center of Excellence (ACE) - Accreditation awarded by International Academies of Emergency Dispatch to dispatch centers that show clear evidence of compliance and consistent performance to standards.

Advanced Life Support (ALS) - Special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code Section 1797.52, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

Agreement - The contract between San Bernardino County and Contractor awarded pursuant to an RFP.

ALS Unit - An ambulance specially equipped to provide advanced life support services, staffed by at least one EMT and one Emergency Medical Technician (EMT)-Paramedic.

Ambulance - Any vehicle specially constructed, modified, or equipped licensed by the California Highway Patrol if required and used for transporting sick, injured, infirmed, or otherwise incapacitated person and capable of supporting Basic Life Support (BLS) or a higher level of care.

Ambulance Unit - An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

Ambulance Zone - The Comprehensive Service Area for San Bernardino County includes (EOAs 1, 2, 3, 4, 5b, 6, 7, 8, 9, 11 and 12a). The Comprehensive Service Area includes 11 EOAs.

Automated External Defibrillation (AED) - A procedure to deliver electrical shock and convert specific heart rhythms back to normal; used by the public, public safety, and BLS providers.

Ambulance Service - The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance.

AVL - Automatic vehicle locator.

Bariatric Ambulance - An ambulance vehicle modified to carry the severely obese. They have extra-wide interiors and carry "bariatric stretchers" and specialized lifting gear that is capable of carrying very large patients.

Basic Life Support (BLS) - Health and Safety Code Section 1797.60, Emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

Business Day - Monday through Friday except for holidays as observed per the California Government Code 6700 et seq., or by San Bernardino County.

Cal OSHA - As defined in Health and Safety Code Section 1797.60.

California Division of Occupational Safety and Health Agency (CAL OSHA) - State agency that protects and improves the health and safety of working individuals in California.

Call Reception - The process of answering the telephone and processing information for the caller in an emergency dispatch center.

Call Prioritization - A process in which service requests are prioritized based on predefined and audited criteria.

Cardiopulmonary Resuscitation (CPR) -An emergency procedure that combines chest compressions often with artificial ventilation in an effort to manually preserve intact brain function.

CARES - The Cardiac Arrest Registry to Enhance Survival or CARES was initiated in 2004 as an agreement between the Center for Disease Control and Prevention and the Department of Emergency Medicine at Emory University. CARES was developed to help communities determine standard outcome measures for out-of-hospital cardiac arrest locally allowing for quality improvement efforts and benchmarking capability to improve care and increase survival.

Commission on Accreditation of Ambulance Services (CAAS) - An independent Commission established to set a comprehensive series of standards for the ambulance service industry designed to help increase operational efficiency and decrease risk and liability across the entire spectrum of the organization.

Comprehensive Service Area - The Comprehensive Service Area for this Agreement includes (EOAs 1, 2, 3, 4, 5b, 6, 7, 8, 9, 11 and 12a).

Computer-Aided Dispatch (CAD) - A system consisting of but not limited to associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation, and real-time maintenance of incident database, and providing management information.

Continuous Quality Improvement (CQI) - The approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

Contract Materials - Finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the Contract for or on behalf of the County, whether or not copyrighted.

Contract - The agreement between San Bernardino County, and Contractor awarded pursuant to an RFP.

Contractor - The person or entity awarded a Contract in conformance with the terms of this agreement and any subsequently agreed-upon terms.

County Data - All information, data, and other content, including Confidential Information and other information whether or not made available by ICEMA, San Bernardino County or San Bernardino County's agents, representatives, or users, to a Contractor or potential Contractor or their employees, agents, or representatives, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

County Systems - The information technology infrastructure of San Bernardino County or any of its designees, including computers, software, databases, networks, and related electronic systems. County - San Bernardino County

Critical Care Transport (CCT) – Ambulances staffed with a paramedic or registered nurse, trained at the critical care transport level to provide a higher level of care to patients being transported between licensed healthcare facilities. ICEMA Policy 8020 also allows for a Respiratory Therapist as part of a CCT team.

Deployment - The procedures by which ambulances are distributed throughout the service area. The deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.

Dispatch Time - Common unit of measurement from receipt of a call until a unit has been selected and notified it has an assignment.

Electronic Patient Care Report (ePCR) - A document that records patient information, assessment, care, treatment, and disposition by prehospital personnel.

Emergency - Any real or self-perceived event that threatens life, limb, or well-being of an individual in such a manner that a need for immediate medical care is created.

Emergency Air Ambulance - An aircraft with emergency medical transport capabilities staffed with at least two (2) ALS providers.

Emergency Ambulance - Any vehicle meeting California regulatory standards that is equipped or staffed for emergency transportation.

Emergency Call - A real or self-perceived event where the EMS system is accessed by the 911 emergency access number, a 7-digit non-emergency line, or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.

Emergency Department (ED) - An approved receiving department within a licensed hospital.

Emergency Medical Dispatch (EMD) - Personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call, and resource priority, and pre-arrival instruction.

EMS Agency – San Bernardino County has joined with Mono and Inyo counties through a Joint Powers Authority (JPA) to create a collective EMS Agency known as Inland Counties Emergency Medical Agency (ICEMA).

EMS Medical Director – shall mean the ICEMA Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

Emergency Medical Services (EMS) - This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g., CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

EMS System - The EMS System consists of those organizations, resources, and individuals from whom some action is required to ensure a timely and medically appropriate response to medical emergencies.

Emergency Medical Technician (EMT) - An individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued according to that code.

Emergency Medical Technician-Paramedic (EMT-P) - Individual whose scope of practice to provide ALS is according to the California Code of Regulations and who has a valid license issued according to the California Health and Safety Code.

Enroute - The elapsed time from unit alert to unit enroute.

Exclusive Operating Area (EOA) - An EMS area or subarea defined by the emergency medical services plan for which a local EMS Agency, upon the recommendation of a county, restricts operations to one or more emergency ambulance services or providers of limited advanced life support or advanced life support as defined in California Health and Safety Code Section 1797.85.

Fire First Responder - BLS and ALS Fire departments in San Bernardino County.

First Responder ALS - Advanced Life Support fire departments or Contractor provided Quick Response Vehicle (QRV) in San Bernardino County.

First Responder BLS - Basic Life Support fire departments in San Bernardino County.

First Responder - An agency with equipment and staff (e.g., fire department, police, or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

Force Majeure - An event or circumstance not caused by or under the control of a party, and beyond the reasonable anticipation of the affected party, which prevents the party from complying with any of its obligations under the contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events.

Fractile Response - A method of measuring ambulance response times in which all-applicable response times are stacked in ascending length. Then, the total number of calls generating response is calculated as a percentage of the total number of calls. A 90th percentile, or 90 percent, the standard is most commonly used.

Geographical Information Systems (GIS) - A framework for gathering, managing, analyzing and mapping data.

Global Positioning System (GPS) - A system that utilizes satellite data to determine location.

Health Insurance Portability and Accountability Act (HIPAA) - Legislation that provides data privacy and security provisions for safeguarding medical information.

Incident Command System (ICS) - Standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

ICEMA Policies and Protocol Manual – The policies and protocols directing the medical operations of emergency medical services for ICEMA participants.
http://www.sbcounty.gov/icema/main/policies_and_protocols.aspx

Inland Counties Emergency Medical Agency (ICEMA) – The regional EMS agency representing San Bernardino, Inyo, and Mono Counties.

Inter-Facility Transports (IFT) - Ambulance transports between healthcare facilities, typically non-emergency following EMS Agency Policy.

Key Employee - Employees of the Contractor jointly identified by ICEMA and the Contractor as possessing unique skill and experience that was a material consideration in EMS Agency's decision to award a contract.

LEMSA - Local EMS Agency

Medical Priority Dispatch System (MPDS) - A set of established protocols utilized by dispatchers to determine the level of response necessary.

MDC - Mobile data computer (also known as MDT- Mobile Data Terminal)

Multi-Casualty Incident (MCI) - An event has taken place that results in more victims than are normally handled by the system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be overwhelmed, including delays in treatment of patients with relatively minor injuries or illnesses.

Medical Base Hospital - The source of direct medical communications with and supervision of the immediate field emergency care performance by EMTs or EMT-Paramedics.

Medical Director - The San Bernardino County ICEMA Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

Medical Protocol - Written standards for patient medical assessment and management.

Mutual Aid/Mutual Assistance - Refers to 1) responses into the San Bernardino County Comprehensive Service Area from a ground transport provider outside the EOA for the purpose of assisting the Contractor with emergency and/or non-emergency requests for service; 2) responses by the Contractor to service areas outside the San Bernardino County Comprehensive Service Area for the purpose of assisting the ground transport provider in an adjacent service area.

National Incident Management System (NIMS) - A systematic, proactive approach to guide departments and agencies at all levels of government, non-governmental organizations, and the private sector to work together seamlessly.

Occupational Safety and Health Agency (OSHA) - Federal agency that protects and improves the health and safety of working individuals.

Online Compliance Utility (OCU) - Software that interprets real-time CAD and ePCR data to produce reports and online tools to track EMS system effectiveness and compliance.

On-Scene - The time when a unit communicates to dispatch that it has arrived at the address of the call. Normally, this is when the vehicle has stopped. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law enforcement to determine it is safe to enter. If an off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of a paved roadway or closed gate.

Paramedic - An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician. Also, known as an EMT-P.

Peak-Load Staffing - The design of shift schedules and staffing plans so that coverage by crews matches the System Status Plan's requirements. (NOTE: peak-load demand will trigger peak-load staffing coverage.)

Post - A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a "post" may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

Priority Dispatching - A structured method of prioritizing requests for an ambulance and first responder services, based upon highly structure telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service.

Priority 1 Call -A potentially Life-Threatening Emergency Response

Priority 2 Call -A non-Life-Threatening Emergency Response

Priority 3 Call - A non-Emergency Response

Priority 4 Call - A non-Emergency interfacility Transport

Productivity - The measures of work used in the ambulance industry that compare the used resources (unit hours) with the production of the work product (patient transports). Productivity is expressed and calculated by determining the number of transports per unit-hours.

PST - Pacific Standard Time, including Pacific Daylight Time when in effect.

Public Access Defibrillation (PAD) - A program that places automatic external defibrillators throughout communities.

Quick Response Vehicle (QRV) - A QRV is an authorized emergency non transport vehicle equipped at the ALS level.

ReddiNet - A web-based program designed to address resource management needs providing users the ability to understand the operational status of a hospital or emergency department in order to make critical operational decisions.

Release at Scene (RAS) - Patients refusing treatment and/or transport when the paramedic agrees

there is no need for care.

Response Time - The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

Response Zone – Geographic areas classified as Urban, Suburban, Rural, and Wilderness as determined by population density. Response zones have differing response times.

ST-Elevation Myocardial Infarction (STEMI) - A heart attack caused by the complete blockage of a heart artery.

Standardized Emergency Management System (SEMS) - A structure for coordination between the government and local emergency response organizations.

System Standard of Care - The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on- board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

System Status Management - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Plan (SSP) -A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week.

Transport Volume - The actual number of requests for service that result in patient transport.

Unit Activation Time - The time interval on an ambulance call measured from the time the ambulance crew is first notified to respond until it is enroute to the scene.

Unit Hour - One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

Unit Hour Utilization (UHU) Ratio - A measurement that is calculated by dividing the number of responses initiated during a given period of time by the number of unit hours (hours of service) produced during the same period of time. Special event coverage and certain other classes of activity are excluded from these calculations.

Utilization - A measure of work that compares the available resources (unit-hours) with the actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours actually consumed in productivity with the total available unit-hours.

EXHIBIT 2 - CONTRACTOR'S RATE STRUCTURE

Contractor shall be entitled to charge the following rate structure listed in Table 2.A:

Table 2A

Ambulance Rate Components	Projected Rate Structure FY 2024-2025 Collective Service Area (CSA) Inclusive Rates (Includes Urban, Suburban, Rural, and Wilderness)	
Mileage (A0425)	$	66.02
ALS Non- Emergency Base Rate (A0426)	$	3,546.66
ALS Emergency Base Rate (A0427)	$	4,053.33
BLS Non-Emergency Base Rate (A0428)	$	2,533.33
BLS Emergency Base Rate (A0429)	$	3,166.66
ALS 2 Base Rate (A0433)	$	4,433.33
Critical Care Transport Base Rate (A0434)	$	5,066.66
Oxygen	$	350.00
Night Charge	$	400.00
Wait Time	$	50.00
EKG	$	225.00
12 Lead EKG	$	250.00

EXHIBIT 3 - SAN BERNARDINO COUNTY RESPONSE ZONE MAPS

Definition of Response Zone:

1. Urban - Census places with a population density of 101 to 500 persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 101 to 500 persons or more per square mile.

2. Suburban - Census places with a population density of 51 to 100 persons per square mile; or census tracts or enumeration districts without census tracts which have a population density of 51 to 100 persons per square mile.

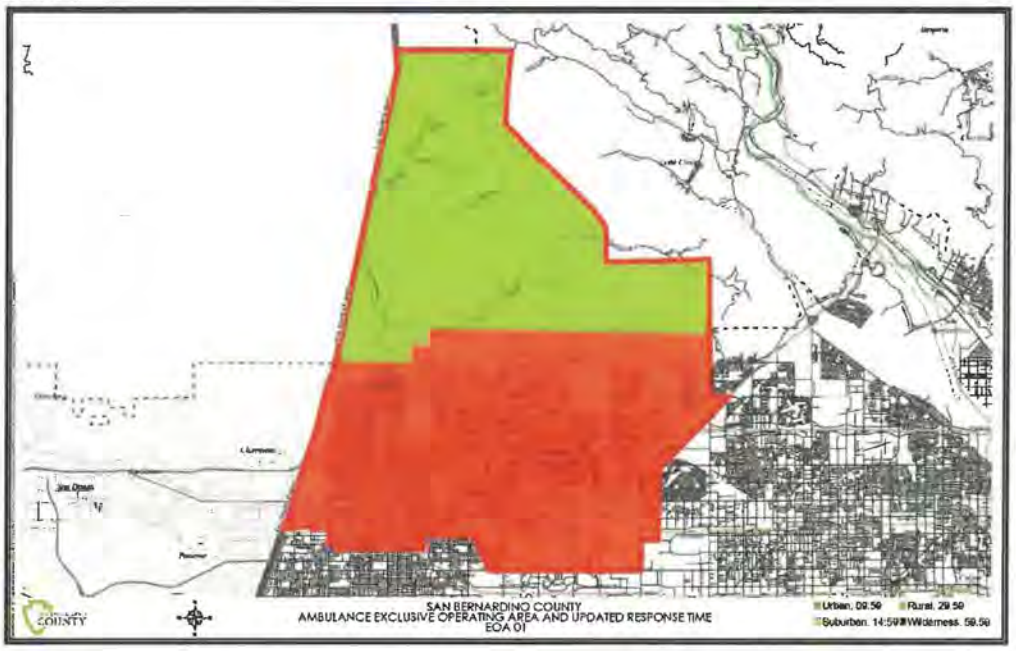
3. Rural - Census places with a population density of 7 to 50 persons per square mile; or census tracts or enumeration districts without census tracts with a population density of seven to 50 persons per square mile.

4. Wilderness - Census tracts or enumeration districts without census tracts that have a population of less than seven persons per square mile.

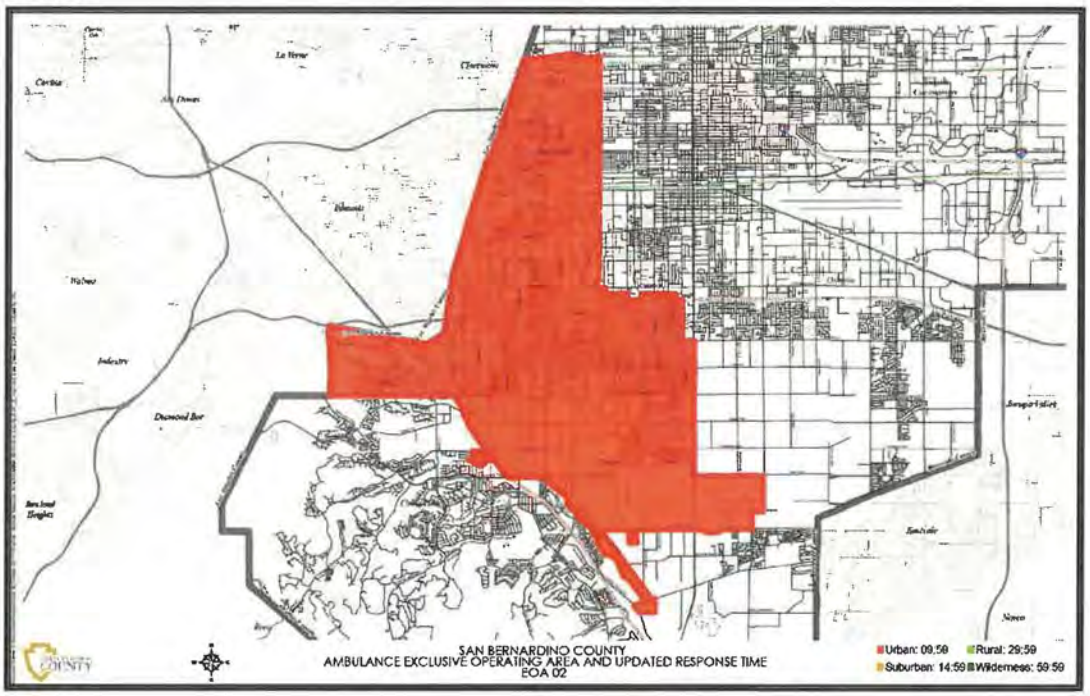
Electronic versions (GIS Shape files) of the maps below are available at:
https://www.dropbox.com/scl/fo/p3krq3bv2r5ogya1oh3xs/h?rlkey=q27krj8wlr2uugi2u8j6va5af&dl=0

Note: Maps were derived from 2020 Census data.
The following maps make up the Comprehensive Service Area EOAs

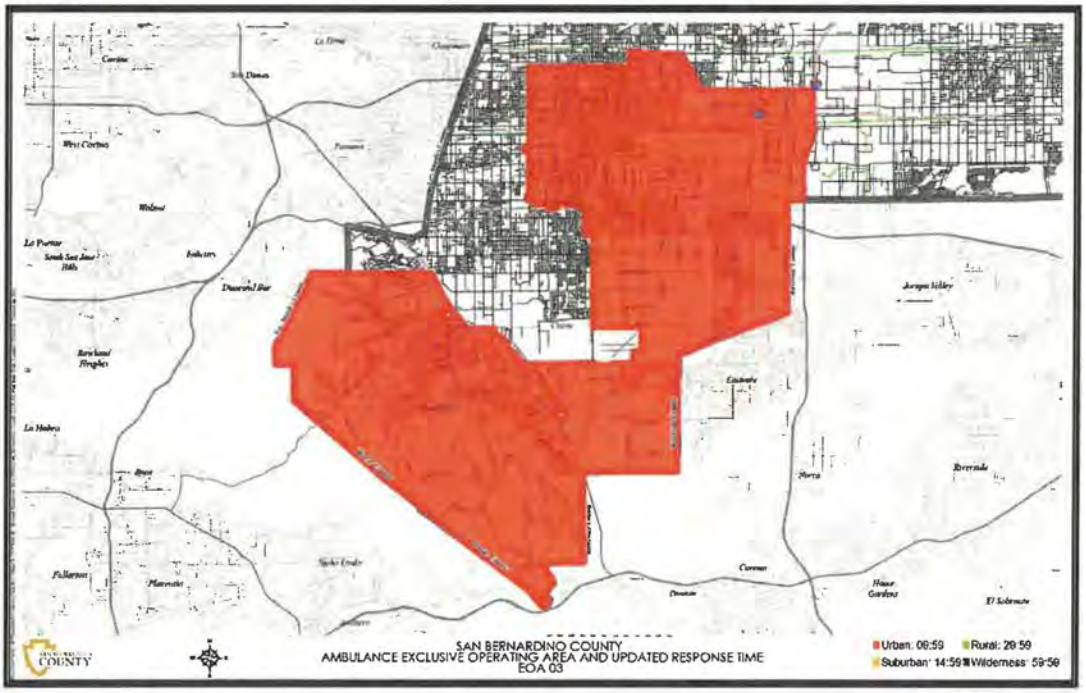
EOA 1



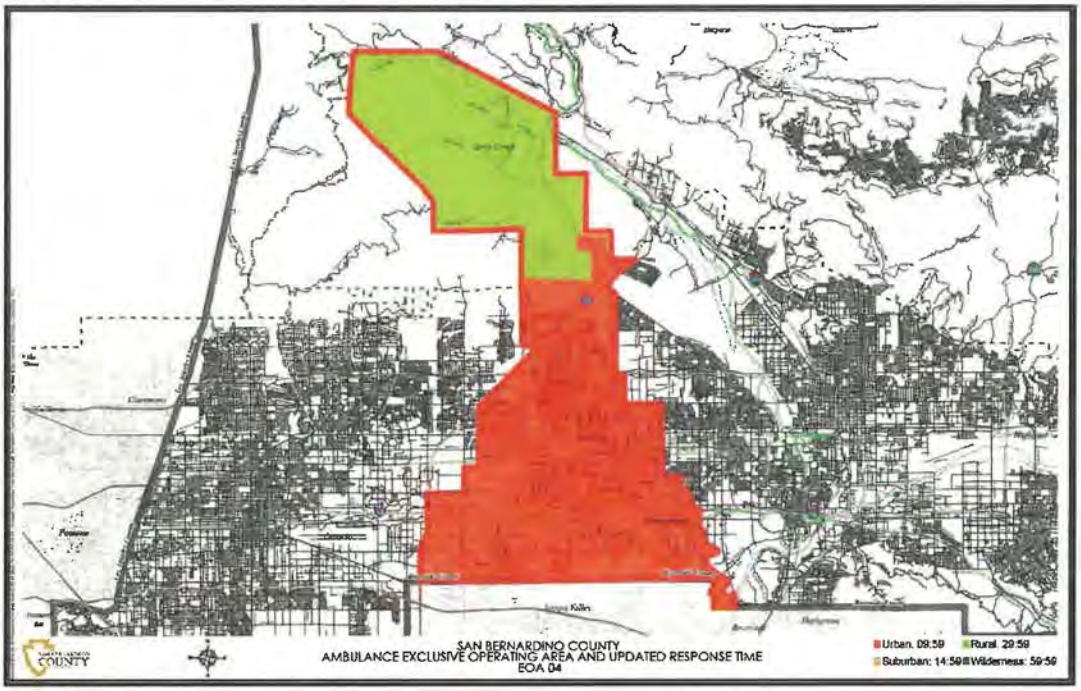
EOA 2


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 02
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

EOA 3


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 03
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

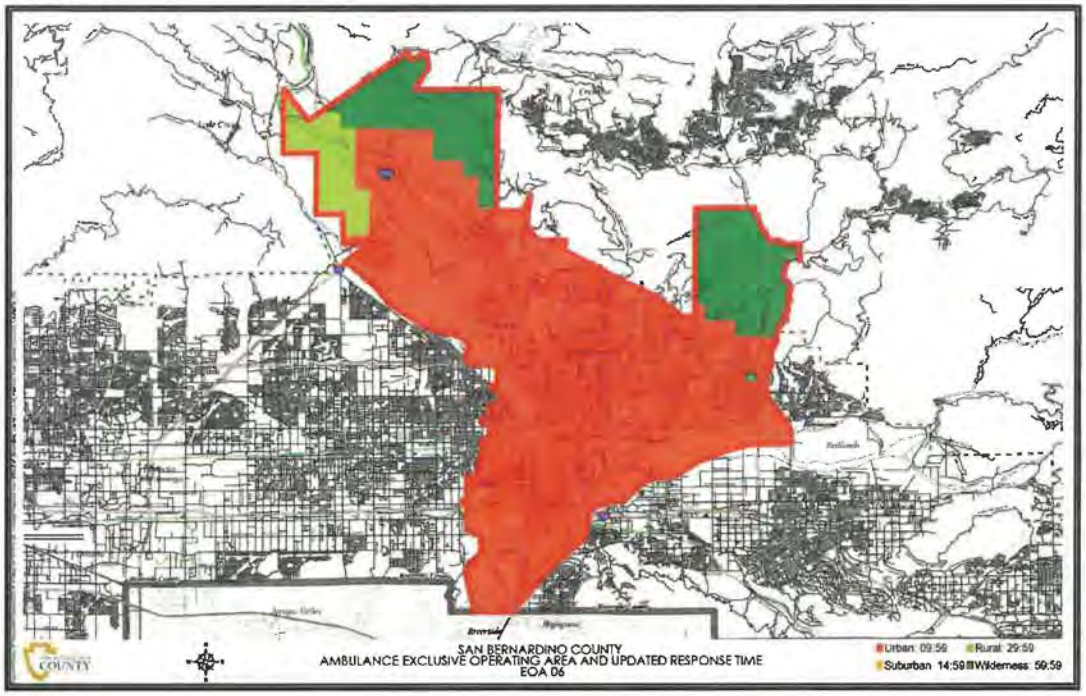
EOA 4


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 04
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

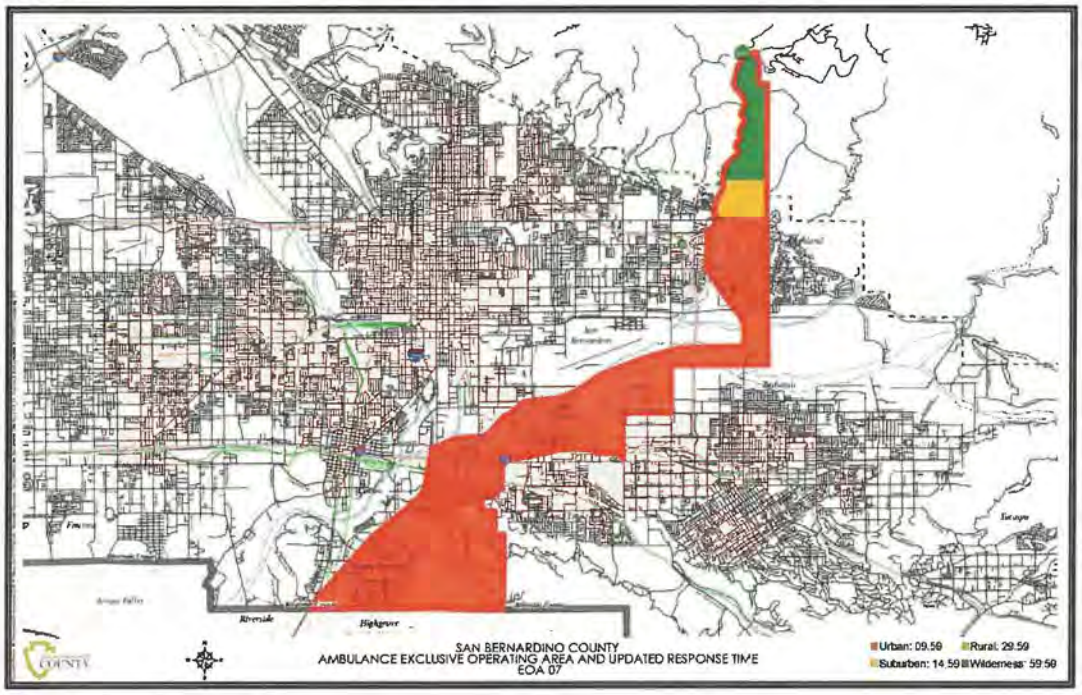
EOA 5b

SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 05b
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

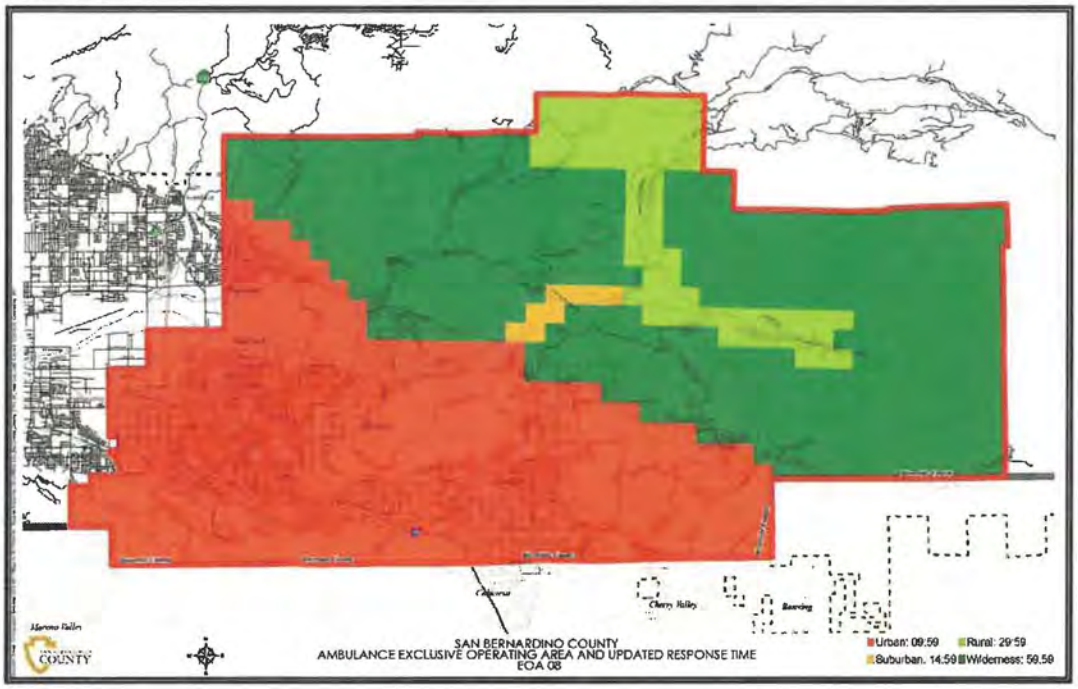
EOA 6


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 06
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

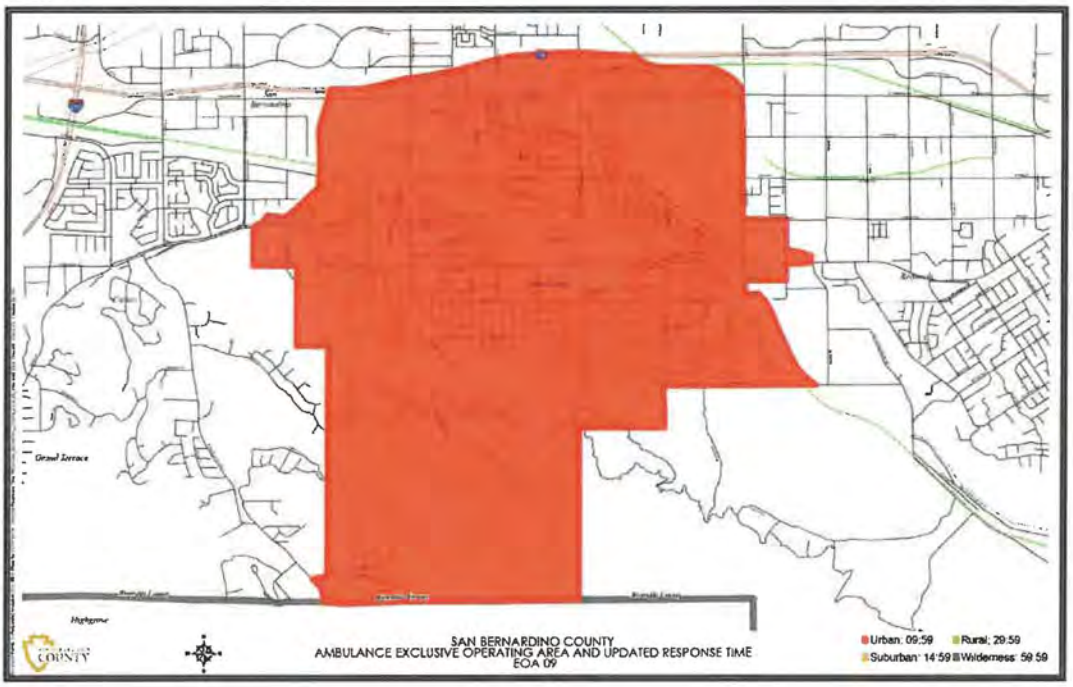
EOA 7


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 07
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

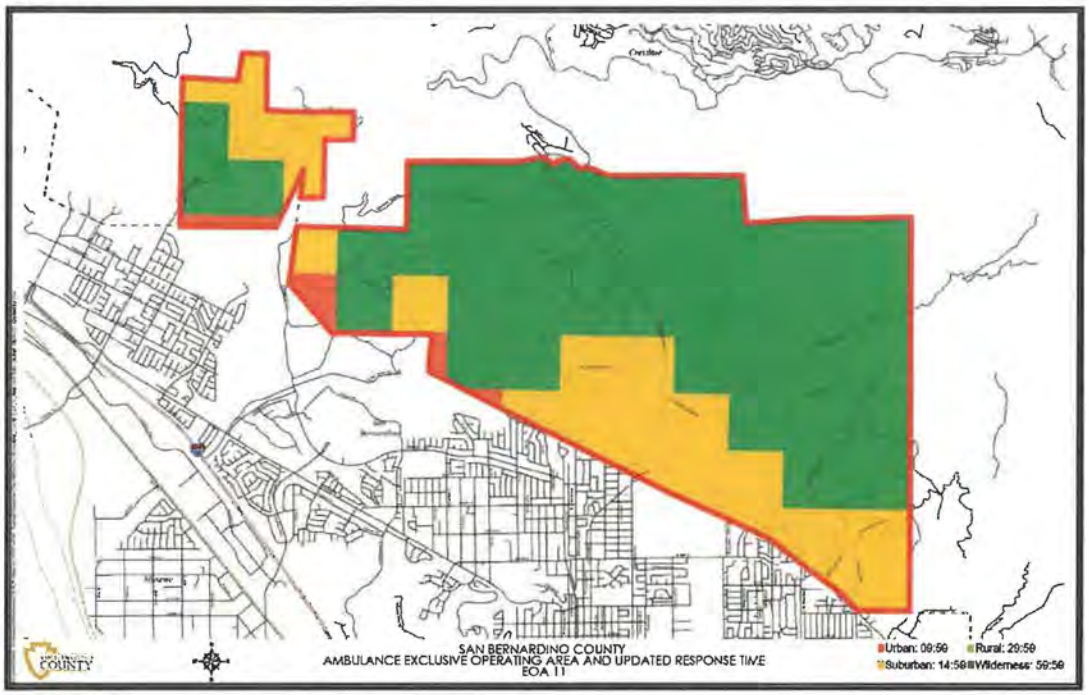
EOA 8


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 08
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

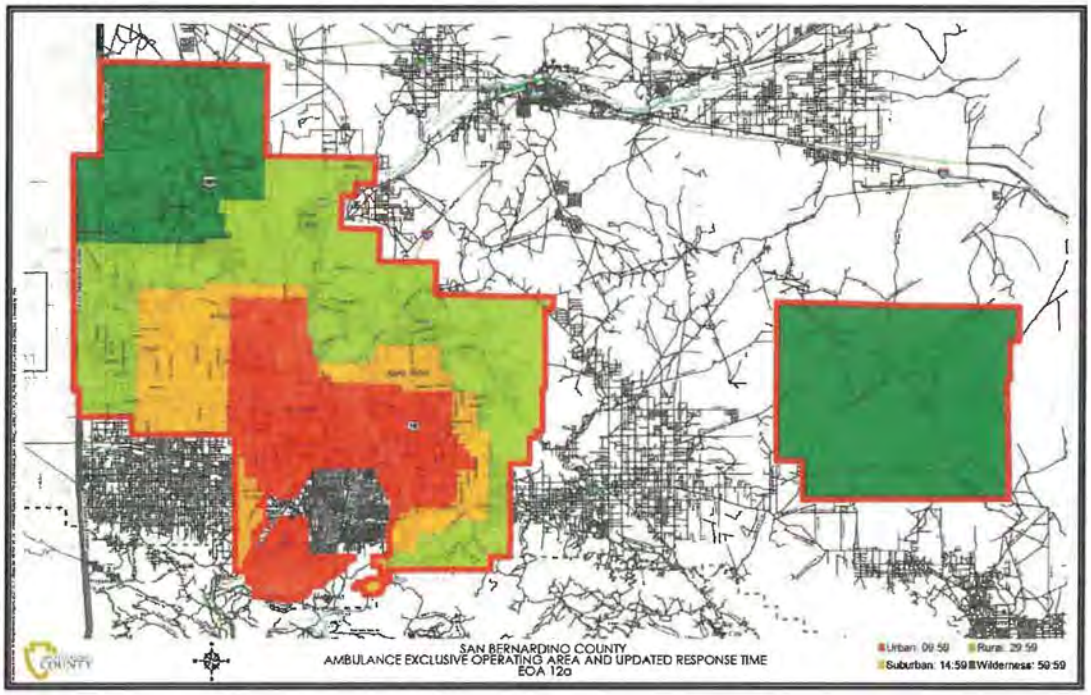
EOA 9


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 09
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

EOA 11



EOA 12a



Comprehensive Service Area

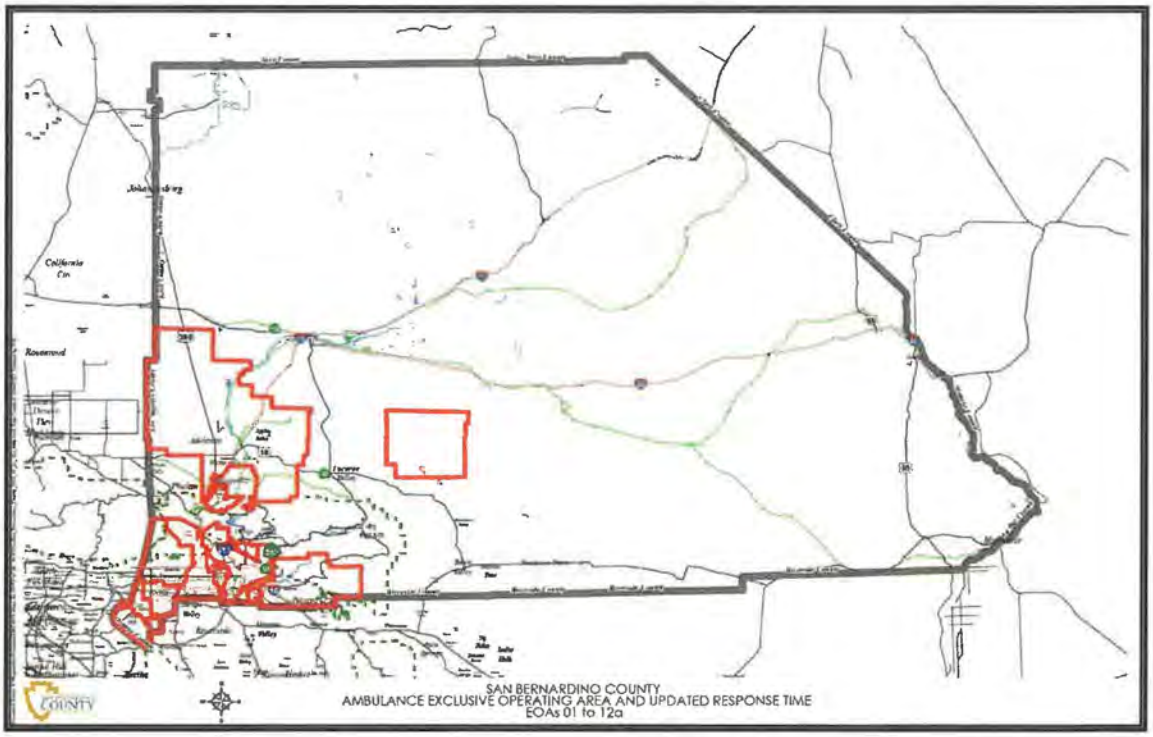


EXHIBIT 4 - MINIMUM INSURANCE REQUIREMENTS

Contractor shall provide proof of insurance or a letter from their insurance company/underwriter of their ability to obtain and maintain the minimum insurance coverage in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement. If Contractor is self-insured, Contractor shall document its capability to provide similar coverage or assurance of coverage consistent with the insurance requirements.

General Liability (Including operations, products, and completed operations, as applicable.)	The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than five million dollars ($5,000,000), per occurrence. The policy coverage shall include: a. Premises operations and mobile equipment. b. Products and completed operations. c. Broad form property damage (including completed operations). d. Explosion, collapse, and underground hazards. e. Personal injury. f. Contractual liability. g. $10,000,000 general aggregate limit.
Automobile Liability	Primary insurance coverage shall be written on an International Organization for Standardization (ISO) Business Auto coverage form for all owned, hired, and non- owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than five million dollars ($5,000,000) for bodily injury and property damage, per occurrence. If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of ten million dollars ($10,000,000) for bodily injury and property damage per occurrence.
Workers' Compensation	A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

Umbrella Liability Insurance	An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
Employers' Liability	$1,000,000 - each accident, $1,000,000 policy limit bodily injury by disease, $1,000,000 each employee bodily injury by disease.
Professional Liability (Errors and Omissions)	Professional Liability – Professional Liability Insurance with limits of not less than ten million ($10,000,000) per claim and twenty million ($20,000,000) aggregate limits. or Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than ten million ($10,000,000) and twenty million ($20,000,000) aggregate limits or If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.
Abuse/Molestation Insurance	Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate limit.

Environmental Liability	In addition to the Basic Requirements/Specifications for all Contracts, any contract that involves the use, handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA "Director's list of Hazardous Substances" or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements: a. Environmental Liability Insurance with a combined single limit of not less than five million ($5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions. b. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.
Cyber Liability	Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $5,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
Performance Security	The Proposer must be able to obtain and maintain in full force and effect, throughout the term of the contract a performance guarantee in the form of a performance security bond or an irrevocable Letter of Credit, in the amount of twenty million dollars ($20,000,000) payable without condition to San Bernardino County, with surety acceptable to and approved by the Auditor-Controller, which bond or irrevocable letter of credit shall guarantee to the County full and faithful performance of all of the terms and provisions of this contract to be performed by the Contractor, and as said contract may be amended, supplemented or extended. If using a performance bond, it must be issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with Section 995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond, including the bonding company issuing the bond, shall be acceptable in form and content to the County.

EXHIBIT 5 - RESPONSE TIME & LIQUIDATED DAMAGES

FirstWatch OCU will provide the format for response time compliance and calculation of liquidated damages. For additional information on liquidated damages and response times, see Section 5.8.

Advanced Life Support and Basic Life Support response times per response area:

Response Priority	Urban	Suburban	Rural	Wilderness
Code 3 ALS	9:59	14:59	29:59	59:59
Code 2 ALS/BLS	15:59	22:59	44:59	99:59

Extended response times apply only to Code 2 and 3 priority level calls:

Extended Response Times					
Priority Level	Urban	Suburban	Rural	Wilderness	Liquidated Damages
Code 3	>19:59	> 24:59	> 39:59	>69:59	$500
Code 2	> 25:59	> 32:59	> 54:59	>109:59	$500

Interfacility Transports (IFT) and Critical Care Transports (CCT)

Response Term	Compliance Standard
Emergency ALS IFT	09:59 minutes
Non- Emergency Pre-Scheduled IFT > 2 hours	+/- 15 minutes of scheduled time
CCT	59:59 minutes

A. If the Contractor falls below the 90th percentile in any EOA or response area, a Liquidated Damage assessment of $10,000 per EOA/response area per month will be applied. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved.

B. If the Contractor fails to meet minimum response times in the same EOA or response area for a second consecutive month without adding the additional unit hours approved, a $50,000 Liquidated Damage assessment will be applied. The Contractor will be required to add additional ambulance unit hours until compliance is achieved.

C. If the Contractor is out of compliance in multiple EOAs or response areas more than three times in a year, a $75,000 Liquidated Damage assessment will be applied, in addition to Liquidated Damages noted in item A above. The Contractor will be required to add additional ambulance unit hours as a cure.

D. If the Contractor is not successful in curing underperformance following these measures, the Contractor may be considered in Breach of Contract.

RESPONSE TIME & LIQUIDATED DAMAGES EXAMPLE TABLE

EOA XX Example

911 Responses		Response Time Requirement	Total Responses	On Time Calls	Late Calls	90% Fractile	Liquidated Damages	Contract Reference
Code 3	Urban	9:59	1750	1700	50	97.14%		Section V, Operations, 5.1, A, (1). 5.2 B, (2), (7) & (8). Exhibit 5
	Suburban	14:59	300	250	50	83.33%	$10,000 + Root Cause Analysis + Add Unit Hours	
	Rural	29:59	40	35	5	87.50%	No LD until minimum of 100 calls reached	
	Wilderness	59:59	2	2	0	100.00%		
Code 2	Urban	15:59	650	575	75	88.46%	$10,000 + Root Cause Analysis + Add Unit Hours	
	Suburban	22:59	290	275	15	94.83%		
	Rural	44:59	190	150	40	78.95%	$10,000 + Root Cause Analysis + Add Unit Hours	
	Wilderness	99:59	110	110	0	100.00%		
Subtotal							$30,000	

Extended Response Times		Maximum Extended Response Time	Over Maximum	Liquidated Damages	
					Response times more than ten (10) minutes over the applicable response time shall be considered an Extended Response
Code 3	Urban	19:59	2	$1,000	Audit all Extended Responses to identify root cause. Review ePCR to determine if any negative outcome may be attributed to the Extended Response
	Suburban	24:59	0		
	Rural	39:59	1	$500	
	Wilderness	69:59	0		
Code 2	Urban	25:59	0		Audit all Extended Responses to identify root cause. Review ePCR to determine if any negative outcome may be attributed to the Extended Response
	Suburban	32:59	1	$500	
	Rural	54:59	0		
	Wilderness	109:59	0		
Subtotal				$2,000	

IFT Responses All EOAs Combined	Response Time Requirement	Total Responses	On Time Calls	Late Calls	90% Fractile	Liquidated Damages
Non- Emergency Pre-Scheduled IFT > 2 hours +/- 15 minutes of scheduled time		855	765	-90.00	89.47%	$10,000 + Root Cause Analysis + Add Unit Hours

CCT Responses All EOAs Combined	Response Time Requirement	Total Responses	On Time Calls	Late Calls	90% Fractile	Liquidated Damages
	59.59	155	139	-16	89.68%	$10,000 + Root Cause Analysis + Add Unit Hours
Subtotal						$20,000

Total Liquidated Damages for March 2024	$52,000

EXHIBIT 6 - CLINICAL PERFORMANCE MEASURES & LIQUIDATED DAMAGES

Summary of potential San Bernardino County EMS Clinical Performance Measures

Clinical Performance Measures:

Participation in State and National Benchmarking

ICEMA will require the submission of data consistent with Health and Safety (H&S) Code 1797.227 that would allow the County to participate in programs such as California EMS System Core Quality Core Measures Project, Cardiac Arrest Registry for Enhanced Survival (CARES), National Emergency Medical Services Quality Alliance (NEMSQA: formerly Emergency Medical Services [EMS] Compass), and Mission: Lifeline.

Inland Counties Emergency Medical Agency (ICEMA) EMS Clinical Performance Measures

ICEMA requires the Contractor to jointly develop Clinical Performance Standards based on the measures listed below. The agreed upon Clinical Performance Standards will be incorporated as performance requirements of this agreement through the Quality Improvement (QI) Plan as outlined in Section 7.3 and according to ICEMA policy. It is understood, due to the nature of Clinical Performance Standards, a phase-in period as defined in Section 7.7 may be necessary, and measures may not be completely defined at the beginning of the contract, but will be based on the ICEMA Policy and Protocol Manual, state regulations and current best practice. These may include assessment, treatment, communication, transport, documentation, and provide for a quantitative measurement standard, such as:

Assessment

- Blood Glucose measurement for patients with altered neurological function,
- 12-lead ECG obtained in patients with chest pain of suspected cardiac etiology,
- Injured patients assessed for pain,
- Estimate weight for pediatric patients.

Treatment

- Aspirin administered for chest pain of suspected cardiac etiology,
- Glucose or glucagon administered for hypoglycemia,
- Benzodiazepine administered for status epilepticus,
- Nitroglycerin administered for acute pulmonary edema,
- Albuterol administered for symptomatic asthma or Chronic Obstructive Pulmonary Disease (COPD),
- Pain management (pharmacologic or non-pharmacologic) if pain scale >2,
- End-tidal CO2 measured on every successful endotracheal intubation.

Communication and Transport:

- Prearrival hospital notification for stroke, ST-Elevation Myocardial Infarction (STEMI), or major trauma,
- Direct transport of a patient with a suspected stroke, STEMI, or meeting trauma triage criteria to appropriate designated specialty care center.

Documentation:

- For refusal of care or transport, documentation that patient has decisional capacity,
- Documentation of stroke scale assessment and time last known well for patients with stroke.

Summary of ICEMA EMS Clinical Performance Standards

The chart below summarizes the background and derivation of the Clinical Performance Standards.

	CA Core Measures[1]	NEMSQA[2]	Mission: Lifeline[3]	GAMUT[4]	Meyers et al[5]	TQIP[6]
Assessment						
Blood Glucose measured for Altered Mental Status	X	X		X	X	
12-lead Electrocardiogram (ECG) for chest pain			X			
Injured patients assessed for pain		X				
Pediatric weight estimation		X				
Treatment						
Aspirin for chest pain	X		X		X	
Nitroglycerin Sublingual Tablets (NTG) for chest pain or pulmonary edema					X	
Glucose given for hypoglycemia	X	X				
Benzodiazepine for status epilepticus		X			X	
Albuterol for asthma or COPD	X				X	
Treatment of pain if >2/10		X				
End-tidal CO2 for Endotracheal Intubation (ETI)						
Communication						
Pre-arrival hospital notification for stroke, STEMI, or major trauma	X		X			
Transport						
Stroke, STEMI, or major trauma to specialty care center	X	X	X		X	X

Additional Suggested Measures

- Medication Errors - Total annual or rate
- Ambulance accidents – Response or transport
- Mechanical issues delaying ambulance response or transport
- Near misses (clinical error that does not result in an adverse patient outcome)
- Patient complaints
- Patient satisfaction surveys
- EMS stakeholder and customer satisfaction surveys

Measurement of Clinical Performance

Clinical Performance Standards are a performance-based approach rather than an undefined level of effort. The Contractor shall commit to employing the level of effort is necessary to achieve the agreed-upon Clinical Performance Standards. As identified in the RFP, there are specific timelines for these to be developed in collaboration with ICEMA. It is understood that adequate time is being provided to determine a baseline measurement for each of the ongoing performance standards. The Contractor shall ensure EMS personnel are trained to current ICEMA standards in a manner consistent with this goal. Below are examples of Clinical Performance Measures used to indicate performance throughout EMS systems.

Example of Clinical Performance Standards	Emergency Medical Dispatch (EMD)	Basic Life Support (BLS)	Advanced Life Support (ALS)	911 Receiving Hospital	Specialty Care
Cardiac Arrest	1. Identification of cardiac arrest 2. High Priority Dispatch 3. Instructions for chest compressions	1. Confirm pulselessness 2. Cardiopulmonary Resuscitation (CPR) 3. Automated External Defibrillator (AED)	1. Cardiac Monitor 2. Vascular access 3. Medications ECG if ROSC		1. ECG if Return of Spontaneous Circulation (ROSC) 2. Primary Percutaneous Coronary Intervention (PCI) for STEMI 3. Targeted Temperature Management
Chest Pain - Non traumatic	1. Determine call acuity level	1. Assess Vital Signs 2. Administer O2, titrate SpO2 to > 94%	1. Cardiac monitor 2. 12-Lead ECG 3. Acetylsalicylic Acid (ASA)	1. 12-lead ECG within 10 minutes of arrival	1. 12-lead ECG within 10 minutes of arrival

Shortness of Breath	1. Identify high priority	1. O2 2. Assess	1. Assess O2 2. Albuterol for asthma/COPD 3. NTG for Pulmonary Edema		
Altered Neurological Function	1. Identify high priority	1. Assess vital signs 2. SpO2 3. Blood glucose 4. Treatment for low BG 5. Naloxone for suspected opioid overdose	1. Evaluate for stroke 2. Blood Glucose 3. Vascular Access 4. Treatment for low BG		1. If stroke suspected, Computed Tomography / Computed Tomography Angiography (CT/CTA)

Clinical Performance Standard Liquidated Damages

It is the goal of ICEMA to ensure the delivery of quality clinical care that adequately addresses the medical condition of all patients. To adequately implement these measures, a period of eighteen (18) months that begins with the commencement of the contract will be necessary to allow time to identify, test, implement a process to measure specific clinical performance and evaluate performance improvement strategies.

The Contractor shall work with ICEMA to identify baseline compliance rates and set an anticipated increased growth toward higher compliance rates after the initial 18-month period. If the Contractor underperforms, based on baseline compliance rates, the Contractor shall conduct a comprehensive performance improvement process that includes identification of the root causes. The Contractor will be required to implement a corrective action plan. ICEMA's Medical Director will work in consultation with the Contractor to make recommendations and ICEMA's Medical Director will have final approval of any corrective actions prior to implementation. If the Contractor fails to identify, evaluate, and then implement a corrective action plan, Liquidated Damages shall be assessed.

The Contractor understands and agrees that the failure to comply with Clinical Performance Standards or other requirements in this contract will result in damage to ICEMA and the County. It will be impracticable to determine the actual amount of damage whether in the event of underperformance or nonperformance, failure to meet standards, or any other deviation. Therefore, the Contractor and ICEMA agree to the process to establish Liquidated Damages specified in this contract. It is expressly understood and agreed that the Liquidated Damage amounts are not to be considered a penalty, but shall be deemed, taken, and treated as a reasonable estimate of the damages to the County.

If all corrective actions identified are implemented, no Liquidated Damages will be assessed.

The Contractor shall pay Liquidated Damages to ICEMA every quarter following the initial 12-month period that the Contractor fails to attain Clinical Performance Standards and understands that the Clinical Performance Standards will be periodically updated to reflect current medical standards. Liquidated Damages paid by the

Contractor for each Clinical Performance Standard in which the Contractor fails to maintain the requisite compliance after a comprehensive Performance Improvement Plan, shall be established and assessed. The chart below is only an example. Baseline metrics will be set for each Clinical Performance Standard established for compliance as part of the Agreement. It is understood that these standards and baseline metrics will be established through a collaborative process and the standards and metrics will change and/or be modified over the terms of the contract. Contractor will be expected to meet the baseline metric for each clinical performance standard established.

The table below provides examples of *proposed* Clinical Performance Standards (actual performance standards will be established):

Clinical Performance Standard Examples	Baseline Metric	Under-performance	Damage Assessed	Under-performance	Damages Assessed	Under-performance	Considered Breach of Contract
Blood Glucose measurement for patients with altered neurological function	95%	85-94%	$1,500	75-84%	$3,000	Anything below 65% in a quarter	Notify of Contract Breach
Albuterol administered for symptomatic asthma or COPD	80%	75-79%	$1,500	65-74%	$3,000	Anything below 65% in a quarter	Notify of Contract Breach

The Contractor shall pay liquidated damages to ICEMA for the under-performance of Clinical Performance Standards as measured quarterly through the FirstWatch program, unless otherwise exempted by ICEMA. Exemptions include, but are not limited, to the following:

1. Verified equipment failure with appropriate documentation of reporting and resolution
2. Verified technical failure to upload 12-lead ECG
3. Communication failure for advance notice of trauma and stroke
4. Patient declines treatment and it is properly documented
5. Specialty Care Center unable to accept stroke, STEMI, or trauma patient.
6. Higher priority concerns take precedence (e.g., scene safety).

EXHIBIT 7 –EMERGENCY TAKEOVER LEASE AGREEMENT

THIS EMERGENCY TAKEOVER LEASE AGREEMENT (Lease) is entered into as of _____, 2024, between San Bernardino County (Lessee) and CONFIRE (Lessor or Contractor);

WHEREAS, Lessor and Lessee have entered into an Emergency Ambulance Services with Advanced Life Support Transport Agreement (911 Agreement), that permits the Lessee to take over the 911 system under certain conditions; and

WHEREAS, in the event of Lessee's takeover of the 911 system, Lessor desires to lease certain ambulances, certain items of equipment, and certain facilities (collectively "Equipment") specified on Leased Equipment Attachment hereto, to Lessee, and Lessee desires to lease the Equipment from Lessor, upon the terms and conditions contained in this Lease; and

WHEREAS, this Agreement shall only become effective upon a takeover by the County under the 9 11 Agreement;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged and confessed, the parties hereto, intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

AGREEMENT

1. Lease of Equipment. Lessee leases from Lessor the Equipment specified on Schedule "A" Lessee hereby accepts the Equipment "as is" and Lessee shall be fully and completely bound by each and all of the terms and conditions hereof. Lessee acknowledges that at the time of takeover, Lessee shall fully inspect the Equipment and verify that the Equipment is in good condition and repair.

2. Conditions Precedent to Lease. The conditions precedent to this Lease being effective shall be: a) A declaration by Lessee that Lessor has committed a material breach under the 911 Agreement; b) that material breach has not been cured by Lessor within the cure period; c) Lessee terminates the 911 Agreement; and d) Lessee delivers to Lessor a written notice from the ICEMA Executive Officer or designee certifying that the County has elected to take over the 911 system, then Lessee shall take possession and control of the Equipment subject to the terms and conditions of this Lease.

3. Term. The term of this Lease shall commence upon Lessee's satisfaction of the conditions precedent in Section 2 immediately above and shall continue for the same period of time on a month-to-month basis not to exceed twelve (12) months.

4. Rent. Lessee shall pay Lessor monthly rent in advance for the Equipment in an amount outlined in Section 13.7 of the 911 Agreement. Any nonpayment of Rent or other amounts payable under this Lease within ten (10) days of Lessor's written notice to Lessee shall bear interest at the lower rate of: a) Twelve percent (12%); or b) the maximum amount allowed by law. The Equipment will be used for operating the 911 system. Lessee shall not remove the Equipment from the County EMS system without obtaining Lessor's prior written consent.

5. Maintenance. Lessee shall, at its expense, repair and maintain the Equipment so that it will remain in the same condition as when delivered to Lessee, ordinary wear and tear from proper use excepted. Such repair and maintenance shall be performed in compliance with all requirements necessary to enforce all product warranty rights and with all applicable legal and regulatory requirements. Lessee shall enter into and keep in effect during the Term those maintenance agreements with respect to the Equipment required by this Lease or hereafter required by Lessor. Upon reasonable prior notice, Lessee shall make the Equipment and all related records available to Lessor for inspection during regular business hours at the location of such Equipment.

6. Return. Lessee shall, at its expense, return such Equipment to Lessor in the same condition as tendered, ordinary normal wear and tear from proper use excepted.

7. Liens. Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any Lien on or with respect to any Equipment. Lessee, at its expense, shall promptly pay, satisfy, and take such other actions as may be necessary or reasonably requested by Lessor to keep the Equipment free and clear of, and to duly and promptly discharge, any such Lien.

8. Risk of Loss. Lessee shall bear all risk of loss, damage, theft, taking, destruction, confiscation or requisition with respect to the Equipment, however caused or occasioned, which shall occur prior to the return of such Equipment. In addition, Lessee hereby assumes all other risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the Equipment including without limitation those arising with respect to the manufacture, purchase, ownership, shipment transportation, delivery, installation, leasing, possession, use, storage and return of such Equipment, howsoever arising, in connection with any event occurring prior to such Equipment's return in accordance with the Lease.

9. Casualty. If any of the Equipment shall become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, or shall be taken, confiscated or requisitioned (any such event herein called an "Event of Loss"), Lessee shall promptly notify Lessor of the occurrence of such Event of Loss.

10. Insurance. Lessee shall, at its sole expense, carry and maintain insurance against such risks for the Equipment. Within five (5) days of Lessee taking possession and control of the Equipment, and, from time-to-time at Lessor's request, Lessee shall deliver to Lessor certificates of insurance or proof of self-insurance or other evidence reasonably satisfactory to Lessor showing that such insurance coverage is, and will remain in effect, in accordance with Lessee's obligations under this Section. Lessor shall not, however, cancel any insurance Lessor carries for the Equipment without notification to Lessee of Lessor's intent to cancel ten (10) days prior to any cancellation. Lessor's failure to timely inform Lessee of its intent to cancel any insurance shall void Lessee's liability under paragraph 9 (Risk of Loss) if Lessee fails to timely obtain insurance under this section.

11. Taxes and Fees. Except to the extent exempted by law, Lessee hereby assumes liability for, and shall pay when due, all fees, taxes and governmental charges (including without limitation interest and penalties) of any nature imposed upon the Equipment, or the use thereof except any taxes on or measured by Lessor's income or the value of any of Lessor's interest in this Lease or the Equipment, or accruing prior to Emergency Takeover.

12. Limited Warranty. Lessor, not being the manufacturer or vendor of the equipment, makes no other representation or warranty, express or implied, as to the suitability or fitness for any particular purpose, the quality of the material of the material or workmanship of the equipment.

13. Events of Default. Time is of the essence in the performance of all obligations of Lessee. An "Event of Default" shall occur if: a) Lessee fails to make any Rent payment as it becomes due in accordance with the terms of this Lease and any such failure continues for a period of ten (10) days after written notice to Lessee from Lessor; or b) Lessee violates any covenant, term, or provision of this Lease, and such violation shall continue unremitted for a period of ten (10) days after written notice to Lessee from Lessor.

14. Remedies. If one or more Events of Default shall have occurred and be continuing after the ten (10) day notice period has lapsed, Lessor at its option, may:

a. Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof, or

b. By notice to Lessee immediately terminate this Lease, whereupon all rights of Lessee to the possession and use of the Equipment shall absolutely cease and terminate as though this Lease as to such Equipment had never been entered into; provided, however, Lessee shall nevertheless remain fully and completely liable under this Lease only for the payment of the outstanding Rental Payments for the balance of the then current month; and thereupon Lessor may without notice, by its agents, enter upon the premises of Lessee where any of the Equipment may be located and take possession of all or any of such Equipment and from that point hold, possess, operate, sell, lease and enjoy such Equipment free from any right of Lessee to use such Equipment for any purposes whatsoever.

15. Notices. Any consent, instruction or notice required or permitted to be given under this Lease shall be in writing and shall become effective when delivered, or if mailed when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to Lessor or Lessee, as the case may be, at their respective addresses set forth in the 911 Agreement or at such other address as Lessor or Lessee shall from time to time designate to the other party by notice similarly given.

16. Miscellaneous. This Lease (including the Leased Equipment Attachment hereto):
   a. Constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto.
   b. May be amended only by written instrument executed by both parties.
   c. May not be assigned by either party without the written consent of the other party.
   d. Shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
   e. Shall be interpreted and enforced in accordance with the laws of the state of California, without regard to the conflict of law's provisions thereof, and the federal laws of the United States applicable therein.
   f. May be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and shall not be effective until executed by both parties.

17. Electronic Signatures. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

The parties executing this Lease Agreement warrant that they have full and complete legal authority to execute this Agreement on behalf of their agency.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

San Bernardino County

By: _____
Dawn Rowe, Chair, Board of Supervisors

Date: _____

CONFIRE

By: _____

Date: _____

LEASED EQUIPMENT ATTACHMENT

The leased items shall include:

1. All ambulance stations including, but not limited to, comfort stations utilized by Contractor at the time of an uncured breach or emergency takeover; and

2. All ambulances, bariatric ambulances, Supervisor vehicles, and support vehicles, not to total less than the maximum used at any point during the 911 Agreement prior to the emergency takeover and their associated medical equipment, medical supplies, and communication equipment, including but not limited to, information technology such as computers and mobile data gateways to perform emergency ambulance services as required by this Agreement; and

3. In addition, Contractor shall make available to the County its on-hand medical supply inventory located at its main headquarters in San Bernardino County.

ATTACHMENT A

REQUEST FOR PROPOSAL #: ICEMA23-ICEMA-4811 AND ADDENDA

Access by clicking the link below:

https://www.dropbox.com/scl/fo/p3krg3bv2r5ogya1oh3xs/h?rlkey=g27krj8wlr2uugi2u8j6va5af&dl=0

ATTACHMENT B
PROPOSAL (REFERENCE ONLY)

Access by clicking the link below:

https://www.dropbox.com/scl/fo/p3krg3bv2r5ogya1oh3xs/h?rlkey=q27krj8wlr2uugi2u8j6va5af&dl=0

DECLARATION OF INTENT
CONFIRE EMS DIVISION CONTRACT AGENCY
City of Ontario

I.
RECITALS

A. On October 26, 2021, the San Bernardino County Board of Supervisors ("BOS") directed staff to initiate a competitive process to award contracts to provide emergency ambulance and interfacility transport services within eight (8) Health and Safety Code section 1797.224 exclusive operating areas ("EOAs") in the County of San Bernardino ("County") and to engage stakeholders regarding the potential inclusion of additional EOAs within such competitive process.

B. On October 26, 2021, the BOS approved an extension of the County's contract with its existing emergency ambulance and interfacility transport services provider through March 31, 2024.

C. On January 11, 2022, the BOS approved a contract between County and EndPoint Consulting LLC to develop a request for proposals ("RFP") to award a contract for the provision of emergency ambulance and interfacility transport services within the County's existing EOAs numbered 1, 2, 3, 4, 5 ,6, 7 ,8, 9, and 12a, subject to change based on County policy direction.

D. The County anticipates issuing a request for proposals ("RFP") upon receiving the RFP back from the State EMSA.

E. In anticipation of the issuance of the RPF, CONFIRE adopted Administrative Committee Policy 6.002, entitled EMS Division Subsidiary Committee.

F. Administrative Committee 6.002 requires that all interested Agencies shall formally declare in writing their intent to participate in the EMS Division no later than December 31, 2022.

II.
AGREEMENT
("Declaration of Intent")

1. The recitals set forth above are adopted as part of this Declaration of Intent.

2. The City of Ontario hereby declares its intent to participate in the EMS Division as required by Policy 6.002.

3. The individual executing this Agreement on behalf of the City of Ontario warrants that they are authorized to execute the Agreement on behalf of the City of Ontario and that the City of Ontario will enter into good faith negotiations for a Memorandum of Understanding

with CONFIRE to become a Contracting Agency.

4. In the event that after good faith negotiations, City of Ontario and CONFIRE are unable to enter into an MOU, City of Ontario reserves the right to rescind its declaration of intent.

IN WITNESS WHEREOF, the undersigned Party executes this Declaration of Intent as of the date listed below.

CITY OF ONTARIO

Date: December 14, **2022**

By: _____

Print Name: Scott Ochoa

Its: City Manager