City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Regular Agenda

Ord. No.1966 Reso. No. 2025-018

Tuesday, March 25, 2025

2:00 PM

Grover W. Taylor Council Chambers

City Council Meeting

Acquanetta Warren - Mayor
Peter A. Garcia - Mayor Pro Tem
John B. Roberts - Council Member
Jesus "Jesse" Sandoval - Council Member
Phillip Cothran - Council Member
Germaine Key - City Clerk
Janet Koehler-Brooks, City Treasurer

Welcome to a meeting of the Fontana City Council.

Welcome to a meeting of the Fontana City Council. Meetings are held at the Grover W. Taylor Council Chambers 8353 Sierra Avenue Fontana, CA 92335. To address the Council, please fill out a card located at the entrance to the right indicating your desire to speak on either a specific agenda item or under Public Communications and give it to the City Clerk. Your name will be called when it is your turn to speak. In compliance with Americans with Disabilities Act of 1990 (42 USC § 12132), the Council Chambers is wheelchair accessible, and a portable microphone is available. Upon request, this agenda will be made available in appropriate alternative forms to persons with disabilities, as required by Section 12132 of the Americans with Disabilities Act of 1990. Any person with a disability who requires accommodation to participate in a meeting should direct such a request to the City Clerk's Office at (909) 350-7602 at least 48 hours before the meeting, if possible. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the City Clerk's Office.

Para traducción en Español, comuniquese con la oficina,"City Clerk" al (909) 350-7602.

The City of Fontana is committed to ensuring a safe and secure environment for its residents to engage with the government. No oversized bags or backpacks (size limit of 14"x14"x6") will be allowed inside the Council Chambers. All bags are subject to search. Face masks are prohibited in the Council Chambers, but clear masks will be provided upon request to accommodate individuals with medical needs, ensuring their safety and well-being. Before entering the Council Chambers, you may be subject to a metal detector screening. The City Manager retains the discretion to grant any exemptions. Fontana aims to provide safe buildings for our community members, employees, and visitors.

PUBLIC COMMUNICATION - CLOSED SESSION:

This is an opportunity for citizens to speak to the City Council for up to 3 minutes on the following Closed Session. The Mayor and City Council reserve the right to adjust this time limit based on the number of speakers who wish to address the Mayor and City Council.

A. Public Communications - Closed Session

CLOSED SESSION:

A. 1:00 P.M. CLOSED SESSION

A. 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code section 54956.8) 25-0130
Property: 0191-161-18, 0191-161-13, 0191-161-17, 0191-161-28, 0191-161-29, 0191-161-02, 0191-162-18, 0191-162-19, 0191-162-20, 0191-162-21, 0191-162-22, 0191-162-23, 0191-162-24, 0191-162-25, 0191-162-26, 0191-162-27, 0191-162-44, 0191-162-14, 0191-162-13, 0191-162-40, 0191-162-39, 0191-162-09, 0191-162-08, 0191-162-05. All of which are located on Arrow Blvd and

Spring Street, between Nuevo Avenue and Juniper Avenue in Fontana CA, 92335
City Negotiator: Matt Ballantyne, City Manager
Negotiating Party: Taylor Libolt Varner
Under Negotiation: Price and Terms of payment

CALL TO ORDER/ROLL CALL:

A. Call To Order/Roll Call:

INVOCATION/PLEDGE OF ALLEGIANCE:

A. Invocation/Pledge of Allegiance:

PROCLAMATION:

A. Proclamation

A. 1. Mayor Warren and City Council to proclaim April 2025 as National Donate Life Month (Elaine Jones, One Legacy Ambassador, to accept). 25-0128

SPECIAL PRESENTATIONS:

A. Special Presentations

A. A. Presentation of APWA Project of the Year Award for Outstanding Roadway Capacity Improvement Project – Sierra Avenue Widening. 25-0103

B. Mayor Warren and City Council to swear in new Fontana Police Officers Regina Barajas, Tyler Burke, Dominic Galvan, Mario Gonzalez, Sal Gonzalez, Billy Gustason, Nicholas Martinez, Dylan Pon, Richard Stith & Brett Swanson (Chief Michael Dorsey to present).

C. Mayor Warren and City Council to recognize Sergeants Travis Burnside and Casey Kirkland, Corporals John Collopy, Garrett Gooselaw, Andrew Hackett, Taylor Hart, Tyler Pope, Buddy Porch, Matthew Rodgers and Bradley Ubovich, Forensic Evidence Technicians Andrea Boone, Jon-Paul Mitchell and Lisa Young, & Records Specialist II Roxana Ramirez as January 2025 Employees of the month (Captain Burton to present).

PUBLIC COMMUNICATIONS:

This is an opportunity for members of the public to address the City Council for up to three (3)

minutes total on items either on the Agenda or items not on the Agenda, but within the City Council's jurisdiction. Note that Public Hearing items have individual and specific public input opportunities during the public hearing and testimony on those items will only be taken during the public hearing. The Council is prohibited by law from discussing or taking immediate action on non-agendized items. The Mayor and City Council reserve the right to adjust this time limit based on the number of speakers who wish to address the Mayor and City Council.

A. Public Communications

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 discussion.

Approve Consent Calendar Items as recommended by staff.

A. Approval of Minutes **25-0132**

Approve the minutes of the March 11, 2025, Regular City Council Meeting.

Attachments: City Council Meeting Minutes 03-11-2025.pdf

B. Purchase & Sale Agreement- Regional Homeless Navigation Center **25-0025**

1. Approve a Purchase & Sale Agreement for the purchase of building and associated land located at 11109 Jasmine Street, more specifically described as APN # 0238-111-53 in the amount of $11,664,510.

2. Authorize the City Manager to execute any documents necessary or appropriate to effectuate said approvals and/or agreement.

Attachments: STANDARD OFFER, PSA, INSTRUCTIONS APN 0238-111-53 11109 JASMINE ST EXECUTED.pdf

C. American Rescue Plan Act Update **25-0079**

Receive update and approve revisions to the American Rescue Plan Act (ARPA) Expenditure Plan, including the leveraged projects.

Attachments: Attachment A
Attachment B

D. Amend Administrative Policy Purchasing 20-50 **25-0087**

Adopt **Resolution 2025-018**, of the City Council of the City of Fontana, amending Administrative Policy Section 20-50 (Purchasing Policies and Procedures Manual).

Attachments: Resolution 2025- Administrative Policy-c1 - FINAL.docx
Purchasing Policy and Procedure Manual v3-25 Purchasing-Edits c2.docx

E. Acceptance of Housing and Homelessness Incentive Grant **25-0110**

1. Accept grant funding from the County of San Bernardino Community Development & Housing Department in the amount of $500,000 in Housing and Homelessness Incentive Program HHHIP) Funds

2. Authorize the City Manager, or City Manager's designee, to execute and transmit any documents necessary or desirable to ensure the City's timely submittal and execution of the Housing and Homelessness Incentive Program (HHIP)

Attachments: CON-CDH-2-25-25-HHIP Fontana - The Path (Final - Clean Copy) (002).docx

F. Designation of Applicant's Agent Resolution For Non-State Agencies (Cal OES 130) for Public Assistance Program **25-0111**

Approve Cal OES Form 130, Designation of Applicant's Agent Resolution for Non-State Agencies, designating the City of Fontana's authorized agents to provide required assurances and execute agreements for the purpose of obtaining disaster relief and emergency assistance for all open and future disasters for up to three (3) years following the date of approval.

Attachments: OES-FPD-130.pdf

G. Approve award and authorize a Agreement with JK Mosaic, LLC for Outdoor Public Artwork Services at the Downtown Parking Structure (DE-24-145-SQ) **25-0113**

1. Award and authorize the City Manager to execute a Agreement with JK Mosaic, LLC for Outdoor Public Artwork Services at the Downtown Parking Structure in the amount of $134,353.41.

2. Approve and authorize the City Manager to execute any future amendments to the Agreement.

Attachments: Professional Services Agreement - JK Mosaic LLC - DRAFT [03.12.25].pdf
Jennifer Kuhns - Mural Full Color Draft.pdf
Kuhns_Mural_Budget.pdf
Kuhns_Project_Milestones.pdf

H. Police Department Monthly Information Update **25-0114**

Accept the Police Department monthly information update for January 2025.

Attachments: January 2025 Report for City Council Rev.pptx

I. Accept and Approve Fontana City Council Priorities for 2025 **25-0121**

Approve Council Priorities for 2025

J. Award a Design-Build Contract for the Downtown West Parking Structure Project (DE-24-132-SQ-01). **25-0124**

1. Award and authorize the City Manager to enter into a Design-Build Contract with McCarthy Building Companies, Inc. for the Downtown West Parking Structure Project in the amount of $20,672,583.00 and authorize a contingency in the amount of $2,067,258.30 (Bid No. DE-24-132-SQ-01).

2. Approve and authorize the City Manager to execute future individual Design-Build Contract Change Orders not exceeding the Contingency amount for the Downtown Parking Structure Project (DE-24-132-SQ-01).

3. Authorize the City Manager to execute any and all utility agreements, utility easement, and any related items on behalf of the City of Fontana for the Downtown West Parking Structure Project (Bid No. DE-24-132 -SQ-01).

Attachments: Vicinity Map.pdf
[DRAFT] Design-Build Contract.pdf
Proposal (DE-24-132-SQ-01).pdf

K. Additional Fiscal Year 2024-25 Organizational Changes, Including New Classifications and Salary Ranges. **25-0125**

1. Approve the additional recommended organizational changes including the establishment of four (4) new classifications, one (1) reclassification, and the addition of six (6) new positions to the 2024-25 Current Budget.

2. Adopt **Resolution No. 2025-019,** a resolution of the City Council of the City of Fontana, California, approving the updated salary table for the Teamsters Local 1932 City Hall Unit and the Management/Confidential salary tables, effective March 26, 2025.

Attachments: Resolution Updating Salary Tables for City Hall Unit and Management/Confidential Group

L. Acceptance of a grant to Support Local Arts Events **25-0126**

Authorize the City Manager or his designee to enter into a contract with the San Bernardino County Board of Supervisors to accept a contribution in the amount of $100,000 for the production and support costs of Local Arts Events at Stage Red.

Attachments: CON-CAO-04-08-25-BDF-D2-City of Fontana Support Local Arts Events.pdf

PUBLIC HEARINGS:

To speak on Public Hearing Items, submit comments via e-mail at publiccomments@fontanaca.gov. In the subject of your e-mail please indicate whether you are in favor or opposition of the item. Comments must be received no later than 12:00 P.M. on the day of the meeting. Comments of no more than three (3) minutes will be read into the record at the appropriate time during the meeting. If you challenge in court any action taken concerning a Public Hearing item, 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 at, or prior to, the Public Hearing.

All Public Hearings will be conducted following this format:

(a) hearing opened

(b) written communication

(c) council/staff comments

(d) applicant comments (applicant not limited to 5 minutes)

(e) oral - favor

(f) oral - opposition

(g) hearing closed

A. Quarterly Lien Action for Delinquent Sewer, Rubbish and Weed Abatement Accounts **25-0084**

1. Authorize staff to complete and record lien notices against real property for those sewer accounts sixty days or more delinquent as described in Certified Lien List and direct staff to forward recorded liens to the County for collection.

2. Authorize staff to complete and record liens against real property for those rubbish accounts more than ninety days delinquent as described in the Certified Lien List and direct staff to forward recorded liens to the County for collection.

3. Adopt **Resolution No. 2025-020,** of the City Council of the City of Fontana adopting the statement of unpaid expenses for weed abatement and imposing a lien against real property for payment thereof.

Attachments: Public Hearing Notice - Rubbish
Public Hearing Notice - Sewer
Public Hearing Notice - Weed Abatement
Weed Abatement Resolution March 2025

B. Public Hearing and Adoption of Housing and Urban Development (HUD) Planning Documents including the Five-Year Consolidated Plan (2025-2029), the One-Year **25-0023**

Annual Action Plan (2025-2026), and the Analysis of Impediments (2025-2029)

1. Adopt the draft Five-Year Consolidated Plan (2025-2029); and

2. Adopt the draft FY2025-26 Annual Action Plan for Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) programming; and

3. Adopt the draft Analysis of Impediments to Fair Housing Choice (2025-2029); and

4. Authorize the City Manager, or City Manager's designee, to execute and transmit any documents necessary or desirable, including but not limited to purchase agreements that may include acquisitions costs up to the full amount of the allocated funds, to ensure the City's timely receipt and execution of Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) programs; and

5. Authorize the City Manager, or City Manager's designee, to execute and transmit any documents necessary or desirable, including but not limited to purchase agreements that may include acquisitions costs up to the full amount of the allocated funds, to facilitate the timely administration of the Community Development Block Grant (CDBG) Acquisition, Rehabilitation, and Rental Program including but not limited to property purchase agreements; and

6. Authorize the City Manager, or City Manager's designee, to award and execute any construction contracts up to $200,000 to facilitate the timely administration of the Community Development Block Grant (CDBG) Acquisition, Rehabilitation, and Rental Program.

Attachments: 2025-2029 Consolidated Plan DRAFT v3.pdf
2025-2029 Analysis of Impediments DRAFT.pdf

C. Public Hearing and Adoption of Updated Citizen Participation Plan for U.S. Department of Housing and Urban Development (HUD) Grants **25-0075**

Adopt the draft Citizen Participation Plan

Attachments: 2025 Citizen Participation Plan DRAFT.pdf

D. Master Case (MCN) No. 24-073 and Municipal Code Amendment (MCA) No. 24-006: Fontana Municipal Code Amendments to Chapter 30 (Zoning and Development Code) to modify Section No. 30-467 pertaining to accessory **25-0030**

dwelling units (ADUs) and junior accessory dwelling units (JADUs) to comply with State of California law, pursuant to a statutory exemption in accordance with California Public Resources Code section 21080.17

1. Determine that the proposed ordinance is statutorily exempt from the California Environmental Quality Act ("CEQA") pursuant to California Public Resources Code section 21080.17 as CEQA does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the California Government Code, Which is California's ADU law and which also regulates JADUs, as defined by section 66313; and,

2. Read by title only and waive further reading of and introduce **Ordinance No.1966**, an Ordinance of the City of Council of the City of Fontana approving Master Case No. 24-073 and Municipal Code Amendment (MCA) No. 24-006 to amend Section 30-467 of Chapter 30 of the Municipal Code pertaining to accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) to comply with State of California law; and the reading of the title constitutes the first thereof.

Attachments: Attachment No. 1 - Ordinance
Attachment No. 2 - Planning Commission Packet
Attachment No. 3 - Planning Commission Minutes of January 21, 2025
Attachment No. 4 - Public Hearing Notice

NEW BUSINESS:

A. New Business

A. Adopt Ordinance No. 1967, Amending Chapters 16, 17, and 19 of the Fontana Municipal Code to make sections more intuitive and to incorporate current best practices. **25-0094**

1. Read by title only and waive the further reading of section 16-17 to allow the sale and consumption of beer and alcohol incidental to the purpose of a permit obtained for a designated area in a public park under sections 17 -5 and 19-3 of the FMC with approvals, including that of the city manager, as it pertains to tourism, community, and cultural events.

2. Read by title only and waive the further reading of section 17-5 to amend the requirements and timeframes for permits for meetings, assemblies, rallies, demonstrations and parades consisting of 50 or more individuals on a public street, sidewalk or other public place within the city to grant the City an appropriate amount of time to receive and review applications and to include additional methods of service for applicants to receive notice of the City's decision on such applications.

3. Read by title only and waive the further reading of Chapter 19, sections 19-1, 19-2, 19-3, and 19-35 to update references to the Parks, Community and Human Service Commission; prohibit any tournament or the charge of admission fees or associated fees in any publicly maintained park; increase the threshold of the number of people required for a permit under the chapter; amend the reservation procedure to provide an indemnity provision and to increase the timeframes for reservation requests for permits under the chapter; amend the conditions for denial to further clarify such conditions for permits under the chapter; and to update the duties of the parks, community and human services commission to bring the municipal code current.

Attachments: Fontana - Ordinance - Amendment 16-17-19 Parks Community and Human Services.-c1.docx
Sec. 16 17. Public consumption of intoxicant and possession of open container of alcoholic beverage prohibited-BBKfinal.docx
Sec. 17 5. Meetings demonstrations and parades.-BBKfinal.docx
Chapter 19 parks and community services prohibited acts special permits - BBKfinal.docx
Sec. 19 35. parks community and human services commission duties - BBKfinal.docx

B. Discussion and Possible Action Regarding Appointment to the Parks, Community, and Human Services Commission for a two-year term **25-0127**

CITY MANAGER COMMUNICATIONS:

A. City Manager Communications

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

A. Elected Officials Communications/Reports

ADJOURNMENT:

A. Adjournment

Adjourn to the next Regular City Council Meeting on April 8, 2025, at 2:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.

8353 Sierra Avenue
Fontana, CA 92335

File #: 25-0130
Agenda #: A.

Agenda Date: 3/25/2025
Category: Closed Session

Closed Session

Tuesday, March 25, 2025

1:00 P.M.

City Hall - Executive Conference Room

City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus “Jesse” Sandoval, Council Member

Phillip W. Cothran., Council Member

File #: 25-0128
Agenda #: A.

Agenda Date: 3/25/2025
Category: Proclamation

Proclamations

Tuesday, March 25, 2025

2:00 P.M.

Grover W. Taylor Council Chambers

City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus “Jesse” Sandoval, Council Member

Phillip W. Cothran., Council Member

8353 Sierra Avenue
Fontana, CA 92335

File #: 25-0103
Agenda #: A.

Agenda Date: 3/25/2025
Category: Special Presentation

Special Presentation

Tuesday, March 25, 2025

Council Chambers

City Council

Acquanetta Warren, Mayor

Phillip W. Cothran. Mayor Pro Tam

John Roberts, Council Member

Jesse “Jesus” Sandoval, Council Member

Peter Garcia, Council Member

8353 Sierra Avenue
Fontana, CA 92335

File #: 25-0132
Agenda #: A.

Agenda Date: 3/25/2025
Category: Consent Calendar

FROM:
City Clerk

SUBJECT:
Approval of Minutes

RECOMMENDATION:
Approve the minutes of the March 11, 2025, Regular City Council Meeting.

COUNCIL GOALS:

- Create and maintain a dynamic team by supporting the decisions of the majority once made.
- Create and maintain a dynamic team by communicating Goals and Objectives to all commissions and employees.

DISCUSSION:
The City Council will consider approval of the minutes of the March 11, 2025, Regular City Council Meeting. The draft minutes are attached to this report for Council review and approval.

FISCAL IMPACT:
None.

MOTION:
Approve staff recommendation.

City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Minutes

Tuesday, March 11, 2025

2:00 PM

Grover W. Taylor Council Chambers

City Council Meeting

Acquanetta Warren - Mayor
Peter A. Garcia - Mayor Pro Tem
John B. Roberts - Council Member
Jesus "Jesse" Sandoval - Council Member
Phillip Cothran - Council Member
Germaine Key - City Clerk
Janet Koehler-Brooks, City Treasurer

CALL TO ORDER/ROLL CALL:

A. 2:00 P.M. Call To Order/Roll Call:

The Regular Meeting of the Fontana City Council was held in the Grover W. Taylor Council Chambers, 8353 Sierra Avenue, Fontana, CA 92335, on Tuesday, March 11, 2025.

Mayor Pro Tem Garcia called the Regular City Council Meeting to order at 2:01 p.m.

ROLL CALL:

PRESENT: Mayor Pro Tem Garcia, Council Members Cothran, Roberts, and Sandoval.

City Treasurer Janet Koehler-Brooks and City Clerk Germaine Key were also present.

ABSENT: Mayor Warren

INVOCATION/PLEDGE OF ALLEGIANCE:

A. Invocation/Pledge of Allegiance:

The invocation was given by Council Member Roberts, followed by the pledge of allegiance led by Council Member Cothran.

PUBLIC COMMUNICATIONS:

A. Public Communications

There were no public communications.

CONSENT CALENDAR:

Prior to the motion, the following occurred:

- City Council Item I:

Council Member Sandoval requested to pull this item for discussion.

Deputy City Manager Phillip Burum presented the staff report.

Council Member Sandoval inquired whether the proposed memorial would impact the existing John F. Kennedy Memorial. Deputy City Manager Burum clarified that the John F. Kennedy Memorial would remain unaffected.

Council Member Sandoval expressed appreciation for the project and thanked Senator Eloise Gomez Reyes for her support and funding of the memorial.

Council Member Cothran asked whether the proposed landscaping would align with the existing design. Deputy City Manager Burum explained that the project's drought-tolerant landscaping would be integrated with the surrounding landscape, and the existing non-functional turf would be replaced.

A. Approval of Minutes **25-0100**

Approve the minutes of the February 20, 2025, Special City Council Meeting, February 25, 2025, Regular City Council Meeting and the March 4, 2025, Special City Council Meeting.

B. Master Case No. 24-092; Miscellaneous Project No. 24-011: Review of the 2024 General Plan Annual Progress Report **25-0029**

Based on the information in the staff report, staff recommends that the City Council direct staff to send the 2024 General Plan Annual Progress Report to the Governor's Office of Planning and Research (OPR) and the State Department of Housing Community Development (HCD).

C. Implementation of Classification and Compensation Study and Ratification of the 2024 - 2027 Memorandum of Understanding for the Fontana Police Benefit Association. **25-0046**

Adopt **Resolution No. 2025-017,** a resolution of the City Council of the City of Fontana, California, approving the Memorandum of Understanding and the updated salary table between the Fontana Police Benefit Association and the City to establish terms of employment.

D. Accept Donation from Good Earth Plumbing & Rooter (2024 Festival of Winter) **25-0054**

Accept donation from Good Earth Plumbing & Rooter in the amount of $5,000 for use towards the 2024 Festival of Winter.

E. Final Acceptance of the Construction of the Sierra Avenue Widening Project between Foothill Boulevard and Baseline Avenue **25-0065**

Accept as complete the work performed by Los Angeles Engineering, Inc. for the construction of the Sierra Avenue Widening Project (Bid No. SB-86-DE-22).

F. Final Acceptance of the Construction of the Public Works Concrete Maintenance Project (PW-24-133-SB) **25-0066**

Accept as complete the work performed by We R Builders, Inc. for the Public Works Concrete Maintenance Project (PW-24-133-SB) and approve the final construction amount of $370,389.30.

G. Final Acceptance for the Construction of the Miller Park Fence Installation Project (Bid No. DE-24-08-SB) **25-0074**

Accept as complete the work performed by Dash Construction Company, Inc. for the construction of the Miller Park Fence Installation Project (Bid No. DE-24-08-SB).

H. Acceptance of Fontana's Downtown Revitalization Grant 25-0077

1. Accept grant funding from the U.S. Department of Housing and Urban Development in the amount of $850,000 for Fontana's Downtown Revitalization.

2. Authorize the City Manager, or City Manager's designee, to execute and transmit any documents necessary or desirable to ensure the City's timely submittal and execution of the Community Project Funding (CPF).

I. Award a Construction Contract for the First Responders Memorial Monument Project (Bid No. DE-25-76-SB) 25-0080

1. Award bid and authorize the City Manager to execute a Construction Contract with Jergensen Construction, Inc. for the construction of the First Responders Memorial Monument Project in the amount of $1,209,000.00, and authorize a contingency in the amount of $120,900.00 (Bid No. DE-25-76-SB).

2. Authorize the City Manager to execute any and all utility agreements, utility easements and any related items on behalf of the City of Fontana for the First Responders Memorial Monument Project (Bid No. DE-25-76-SB).

J. Business License Compliance Program - Home-based Businesses 25-0083

Authorize the one-time waiver of penalties and prior year business license tax for home-based businesses or individuals who are brought into compliance with City Code Chapter 15-36 through the Business License Compliance Program - Home-based Businesses.

K. Award Bid for Synthetic Turf Sports Field Maintenance Services 25-0085

1. Award Bid (SP-25-46-PW) and authorize the City Manager to execute a contract with FieldTurf USA, Inc. in the amount of $124,800.00 annually for two (2) years with three (3) 1-year renewals for Synthetic Turf Sports Field Maintenance Services.

2. Approve and authorize the City Manager to execute any future amendments to the contract.

L. Acceptance of 2024 Older Adults Home Modification Grant Program 25-0090

1. Accept grant funding from the U.S. Department of Housing and Urban Development in the amount of $2 million for the Older Adults Home Modification Grant Program (OAHMP).

2. Authorize the City Manager, or City Manager's designee, to execute and transmit any documents necessary or desirable to ensure the City's timely submittal and execution of the Older Adults Home Modification Grant Program (OAHMP).

M. Acceptance of Healthy Homes Production Grant Program 25-0092

1. Accept grant funding from the U.S. Department of Housing and Urban Development in the amount of $1,500,000 for the Healthy Homes Production Grant Program.

2. Authorize the City Manager, or City Manager's designee, to execute and transmit any documents necessary or desirable to ensure the City's timely submittal and execution of the Healthy Homes Production Grant Program (HHP).

CITY MANAGER COMMUNICATIONS:

A. City Manager Communications

City Manager Matthew Ballantyne had no comments.

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

A. Elected Officials Communications/Reports

City Clerk Key extended birthday wishes to her grandson on his 17th birthday.

City Treasurer Koehler-Brooks wished her grandson, Mateo Richard Brooks, a happy first birthday.

Council Member Cothran wished his son a happy fourth birthday and expressed appreciation to the Police Benefits Association for attending the meeting.

Council Member Roberts had no comments.

Council Member Sandoval offered condolences to the family of Ray Allard and provided an update on his attendance at the recent WELLS Conference in Anaheim.

Mayor Pro Tem Garcia announced that the meeting would be adjourned in memory of Engineer Ray Allard, his father-in-law Manuel Galaviz, and Marisela Carrillo Galaviz.

Council Member Sandoval noted that Ms. Galaviz was the mother of a Community Services Department employee.

ADJOURNMENT:

A. Adjournment

Mayor Pro Tem Garcia and the City Council led a moment of silence in memory of the following individuals:

1. Ray Allard
2. Manuel Galaviz Ortega
3. Marisela Carrillo Galaviz

Mayor Pro Tem Garcia adjourned the meeting at 2:14 p.m. to the Regular City Council Meeting on Tuesday, March 25, 2025, at 2:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.

_____

Christina Rudsell, CMC
Chief Deputy City Clerk

THE FOREGOING MINUTES WERE ADOPTED AND APPROVED BY THE FONTANA CITY COUNCIL ON MARCH 25, 2025.

_____

Germaine Key
City Clerk

File #: 25-0025
Agenda #: B.

Agenda Date: 3/25/2025
Category: Consent Calendar

FROM:
Development Services

SUBJECT:
Purchase & Sale Agreement- Regional Homeless Navigation Center

RECOMMENDATION:
1. Approve a Purchase & Sale Agreement for the purchase of building and associated land located at 11109 Jasmine Street, more specifically described as APN # 0238-111-53 in the amount of $11,664,510.

2. Authorize the City Manager to execute any documents necessary or appropriate to effectuate said approvals and/or agreement.

COUNCIL GOALS:
- Provide a diverse range of housing types and levels of affordability while addressing homelessness in the community by promoting diverse range of housing projects and levels of affordability.
- Provide a diverse range of housing types and levels of affordability while addressing homelessness in the community by address Homelessness through proactive programs, including the efforts of the COAST and MET teams.
- Concentrate on Inter-governmental relations by pursuing financial participation from county, state and federal governments.

DISCUSSION:
The City of Fontana has identified Homelessness and Homeless prevention as a top priority. The building, if purchased, will serve as a Regional Homeless Navigation Center. The acquisition consists of a parcel approximately 35,347-square foot freestanding industrial building situated on approximately 1.65 acres within the Jasmine Industrial Park project.

The City and the Seller have negotiated a Purchase Agreement with the following proposed deal-points:
- The City of Fontana would acquire the property for the price of $11,664,510.
- The City of Fontana and Seller, Jasmine Street, LLC, will equally split any/all escrow fees as appropriate.
- The City will have 90 days from the opening of escrow to complete its due diligence on the subject property to confirm the suitability and condition of the property for the city's intended use.
- The City will have a ninety-day financing period to complete all wire-transfers and documents

necessary for the close of escrow after approval of the feasibility review.

- The City is in the process of finalizing its due diligence on the agreed upon contingencies, including completing the appraisal of the property, Phase I environmental, and building inspection.

Approval of the Purchase Agreement and acquisition of the subject property is a crucial step in the City's efforts to combat homelessness in the city.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is estimated to be $12,000,000 (including escrow costs, acquisition fees, and related expenses) and was included in the FY 24-25 2nd Quarter Budget Report in Org 60230000.8310.

MOTION:
Approve staff recommendation.

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AIRCRE contracts

STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Non-Residential)

Dated: January 8, 2024

1. Buyer.

1.1 City of Fontana, ("**Buyer**") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("**Seller**") (collectively, the "**Parties**" or individually, a "**Party**"), through an escrow ("**Escrow**") to close ~~30 or~~ 15 days after the waiver or satisfaction of the Buyer's Contingencies, ("**Expected Closing Date**") to be held by First American Title Company ("**Escrow Holder**") whose address is 4380 La Jolla Village Drive, #200, San Diego, CA 92122 (Sheri Keene, Escrow Officer), Phone No. 858-410-1305, Facsimile No. 866-898-0113, Email: skeene@firstam.com upon the terms and conditions set forth in this agreement ("**Agreement**"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "**Date of Agreement**" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("**Property**") that is the subject of this offer consists of (insert a brief physical description) an approximately 35,347-square foot freestanding industrial building situated on approximately 1.65 acres within the Jasmine Industrial Park project is located in the County of San Bernardino, is commonly known as (street address, city, state, zip) 11109 Jasmine Street, Fontana, CA 92337 and is legally described as: To be provided through Escrow (APN: 0238-111-53).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of First American Title Insurance Company (Terrell Crutchfield, Title Officer, 1250 Corona Pointe Ct, Suite 200, Corona, CA 92879, 951-256-5879, tcrutchfield@firstam.com) ("**Title Company**"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("**HVAC**"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and _____ (collectively, the "**Improvements**").

2.4 The fire sprinkler monitor: ☐ is owned by Seller and included in the Purchase Price, ☐ is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company, ☑ ownership will be determined during Escrow, or ☐ there is no fire sprinkler monitor.

2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and _____ all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("**Purchase Price**") to be paid by Buyer to Seller for the Property shall be $11,664,510.00, payable as follows: *(Strike any not applicable)*

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price): $11,664,510.00

~~(b) Amount of "New Loan" as defined in paragraph 5.1, if any:~~ _____

~~(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)"):~~

~~(i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately:~~ _____

~~Said First Note is payable at _____ per month, including interest at the rate of _____% per annum until paid (and/or the entire unpaid balance is due on _____).~~

~~(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately:~~ _____

~~Said Second Note is payable at _____ per month, including interest at the rate of _____% per annum until paid (and/or the entire unpaid balance is due on _____).~~

~~(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of:~~ _____

Total Purchase Price: $11,664,510.00

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment

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of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

4. Deposits.

4.1 ☐ ~~Buyer has delivered to Broker a check in the sum of _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or~~ ☑ within ~~2 or~~ 5 business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of $100,000.00. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

~~4.2 Additional deposits:~~

~~(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~

~~(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~

~~(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.~~

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "**Deposit**"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is _____. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

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4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release $100 of said monies to Seller as and for independent consideration for Seller's' execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

~~**5. Financing Contingency.** *(Strike if not applicable)*~~

~~5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____% of the Purchase Price, on terms acceptable to Buyer. Such loan ("**New Loan**") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days following receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.~~

~~5.2 If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.~~

~~5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.~~

~~**6. Seller Financing.** (Purchase Money Note) *(Strike if not applicable)*~~

~~6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____% per annum, with principal and interest paid as follows: _____. The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):~~

~~(a) *Prepayment.* Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.~~

~~(b) *Late Charge.* A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.~~

~~(c) *Due On Sale.* In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~

~~6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~

~~6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.~~

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

7. Real Estate Brokers.

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7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this transaction with the following real estate broker(s) ("**Brokers**") and/or their agents ("Agent(s)"):

Seller's Brokerage Firm Newmark of Southern California, Inc., dba Newmark Knight Frank License No. 01355491 is the broker of (check one): ☑ the Seller; or ☐ both the Buyer and Seller (dual agent).

Seller's Agent Mark Kegans and Ron Washle License No. 00866145 and 00978222 is (check one): ☑ the Seller's Agent (salesperson or broker associate); or ☐ both the Seller's Agent and the Buyer's Agent (dual agent).

Buyer's Brokerage Firm CBRE License No. 00409987 is the broker of (check one): ☑ the Buyer; or ☐ both the Buyer and Seller (dual agent).

Buyer's Agent Eloy Cova and Garry Jenkins License No. 01791235 and 02008115 is (check one): ☑ the Buyer's Agent (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "**Closing**") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the $100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this Escrow is terminated for any reason other than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property.

9. Contingencies to Closing.

9.1 **IF, BEFORE EXPIRATION OF THE APPLICABLE TIME, BUYER FAILS TO PROVIDE ESCROW HOLDER WRITTEN NOTICE OF BUYER'S DISAPPROVAL OF ANY OF BUYER'S CONTINGENCIES OR ANY OTHER MATTER THAT IS SUBJECT TO BUYER'S APPROVAL IN THIS AGREEMENT, THEN BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE SATISFIED SUCH BUYER'S CONTINGENCIES AND/OR APPROVED OF SUCH OTHER MATTERS.** If a number of days is completed in any of the optional spaces in subparagraphs 9.1 (a) through (m), then such number shall apply and override the pre-printed number, even if the pre-printed number is not stricken. The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies:

(a) *Disclosure*. Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("**AIR**") standard form entitled "**Seller's Mandatory Disclosure Statement**") and provide Buyer with a completed Property Information Sheet ("**Property Information Sheet**") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or -- days following the Date of Agreement. Buyer has 90 ~~10~~ days from the Date of Agreement ~~receipt of said disclosures~~ to approve or disapprove the matters disclosed.

(b) *Physical Inspection*. Buyer has ~~10 or~~ 90 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, whichever

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is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report*. Buyer has ~~30 or~~ 90 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "**Hazardous Substance**" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "**Hazardous Substance Condition**" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection*. Buyer has ~~30 or~~ 90 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.

(e) *Governmental Approvals*. Buyer has ~~30 or~~ 90 days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) *Conditions of Title*. Escrow Holder shall cause a current commitment for title insurance ("**Title Commitment**") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("**Underlying Documents**"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 or -- days following the Date of Agreement. Buyer has 90 ~~10~~ days from the Date of Agreement ~~receipt of the Title Commitment, the Underlying Documents and the plot plan~~ to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey*. Buyer has ~~30 or~~ 90 days following the Date of Agreement ~~receipt of the Title Commitment and Underlying Documents~~ to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("**ALTA**") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements*. Seller shall within 10 or -- days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "**Existing Leases**") affecting the Property, and with a tenancy statement ("**Estoppel Certificate**") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has ~~10~~ 90 days from the ~~receipt of said Existing Leases and Estoppel Certificates~~ Date of Agreement to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) *Owner's Association*. Seller shall within 10 or -- days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 90 ~~10~~ days from the Date of Agreement ~~receipt of such documents~~ to satisfy itself with regard to the association.

(j) *Other Agreements*. Seller shall within 10 or -- days following the Date of Agreement provide Buyer with legible copies of all other agreements ("**Other Agreements**") known to Seller that will affect the Property after Closing. Buyer has 90 ~~10~~ days from the Date of Agreement ~~receipt of said Other Agreements~~ to satisfy itself with regard to such Agreements.

~~(k) *Financing*. If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.~~

~~(l) *Existing Notes*. If paragraph 3.1(c) has not been stricken, Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "**Loan Documents**") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("**Beneficiary Statement**") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or _____ days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or _____ days following the receipt of such documents to satisfy itself with regard to the form and content thereof.~~

(m) *Personal Property*. In the event that any personal property is included in the Purchase Price, Buyer has ~~10 or~~ 90 days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or -- days following the Date of Agreement.

(n) *Destruction, Damage or Loss*. Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than $10,000.00 to repair or cure. If the cost of repair or cure is $10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than $10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than $10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) *Material Change*. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) *Seller Performance*. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed

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by Seller under this Agreement.

(q) *Brokerage Fee*. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 The contingencies specified in subparagraphs 9.1(a) through (m) are for the benefit of, and may be waived by, Buyer, and are referred to collectively as "**Buyer's Contingencies**" and individually as a "**Buyer's Contingency**."

9.3 Buyer's timely and written disapproval or conditional approval of a Buyer's Contingency or any other matter that is subject to Buyer's approval in this Agreement shall constitute disapproval thereof ("**Disapproved Item(s)**"). Concurrent with notice of a Disapproved Item, Buyer may make a request to Seller regarding such Disapproved Item ("**Buyer's Request**"). If Buyer fails to make a timely and written Buyer's Request, then this Agreement shall terminate due to the non-satisfaction and non-waiver of a contingency. Seller may respond to a Buyer's Request within 10 days following Seller's receipt thereof ("**Seller's Response**"). Seller's acceptance of a Buyer's Request shall amend this Agreement accordingly. If Seller fails to provide a timely and written Seller's Response, then Seller's Response shall be deemed to be a rejection of Buyer's Request. Buyer may, within 10 days following the earlier of Buyer's receipt of a Seller's Response (which is not an acceptance of Buyer's Request) or the date of Seller's deemed rejection of a Buyer's Request ("**Buyer's Reply Period**"), reply to a Seller's Response ("**Buyer's Reply**") and elect to (i) terminate this Agreement due to the non-satisfaction and non-waiver of the applicable contingency, (ii) accept the Seller's Response in which event this Agreement shall be amended accordingly, or (iii) withdraw Buyer's Request and waive the Disapproved Item in which event Buyer shall accept the Property subject to the Disapproved Item. If Buyer fails to provide a timely and written Buyer's Reply, then Buyer shall be deemed to have elected to terminate this Agreement as of the end of the Buyer's Reply Period. The date Buyer accepts a Seller's Response or withdraws a Buyer's Request and waives a Disapproved Item shall be the date of Buyer's approval of the Disapproved Item. A Party shall provide to Escrow Holder copy of all notices of a Disapproved Item, Buyer's Request, Seller's Response and Buyer's Reply and Escrow Holder shall promptly provide copies thereof to the other Party. Unless the Parties in writing agree otherwise, if the Expected Closing Date is a specific calendar date and a Buyer's Reply Period expires after such specific calendar date, then notwithstanding paragraph 1.1, the Expected Closing Date shall be extended to be 3 business days after the earlier of the date Buyer withdraws a Buyer's Request and waives the applicable Disapproved Item or Buyer accepts the applicable Seller's Response.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents and Other Items Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(e) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(f) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(g) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

~~(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.~~

~~(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.~~

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

~~(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.~~

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

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11. Prorations and Adjustments.

11.1 *Taxes*. Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance*. **WARNING**: Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 *Rentals, Interest and Expenses*. Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 *Security Deposit*. Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 *Post Closing Matters*. Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 *Variations in Existing Note Balances*. In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("**Existing Note Variation**"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 *Variations in New Loan Balance*. In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 *Owner's Association Fees*. Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller*. Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing*. Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks*. Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance*. Except as otherwise disclosed in writing, Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements*. Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights*. Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens*. There are no unsatisfied mechanics' or materialmens' lien rights concerning the Property.

(h) *Actions, Suits or Proceedings*. Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes*. Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings*. Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings*. Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property*. Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be ~~given~~ delivered to Buyer free and clear of all personal property. Any personal property remaining after Closing may be removed by Buyer at Buyer's sole discretion. ~~at the Closing subject to the rights of tenants under Existing Leases~~.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon

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the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.
The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.
If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.
17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.
17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.
18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.
18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.
19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.
19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.
19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.
20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Fontana on the date of January , 2025 , it shall be deemed automatically revoked.
20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).
THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF $100,000.00 . UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

Buyer's Initials

Seller's Initials

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)
22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE ARBITRATOR SHALL RENDER AN

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AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF AND SHALL BE ACCOMPANIED BY A REASONED OPINION. THE FAILURE OR REFUSAL OF A PARTY TO PAY SUCH PARTY'S REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY SUCH PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES, BUT SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR MAY REQUIRE FOR MAKING AN AWARD. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Buyer's Initials

Seller's Initials

23. Miscellaneous.

23.1 **Binding Effect.** This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

23.2 **Applicable Law.** This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence.** Time is of the essence of this Agreement.

23.4 **Counterparts.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

23.6 **Conflict.** Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **Seller and Buyer must initial any and all handwritten provisions**.

23.7 **1031 Exchange.** Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding the Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) *Seller's Agent.* A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) *Buyer's Agent.* A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) *Agent Representing Both Seller and Buyer.* A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the

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agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(d) *Further Disclosures.* Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 *Confidential Information.* Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Additional Provisions.

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 26.1 through 26.2 . (If there are no additional provisions write "NONE".)

26.1 Within 5 business days from the Date of Agreement, Seller shall deliver to Buyer the materials identified below to the extent such materials are in Seller's possession or control:
1) Copy of Master-Association/HOA documents.
2) Three years of operating information (calendar years) and year to date information relating to calendar year 2024, including, without limitation, tax bills, utility bills and insurance bills.
3) Seller's most recent survey(s).
4) Insurance certificates indicating the current level of "All Risk" insurance and commercial general liability insurance that Seller maintains with respect to the Property.
5) Any and all existing environmental reports.
6) List of current or pending legal actions and current insurance claims (if applicable).
7) Pending notices of condemnation (if applicable).
8) Any and all governmental licenses, permits and approvals (with limitation, certificates of occupancy).

26.2. City Council Approval. Buyer is a public entity and as such, this Agreement is subject to the approval of the City of Fontana Council, upon its presentation for consideration at a duly called and agendized public meeting, and is subject to the Public Records Act and the Freedom of Information Act.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:
1. **THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.**
2. **IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.**

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

INITIALS

INITIALS

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Docusign Envelope ID: DCA58246-946E-4F33-9C73-83C56BBF39EB

Date: _____

BROKER

CBRE

Attn: Eloy Cova and Garry Jenkins
Title: _____

Address: 4141 Inland Empire Blvd, Suite 100, Ontario, CA 91764
Phone: 909-418-2284 and 909-418-2147
Fax: _____
Email: eloy.cova@cbre.com; garry.jenkins@cbre.com
Federal ID No.: _____
Broker DRE License #: 00409987
Agent DRE License #: 01791235 and 02008115

BUYER

City of Fontana

By: _____
Name Printed: Matthew C. Ballantyne
Title: City Manager
Phone (909) 350-7653
Fax: _____
Email: mballantyne@fontanaca.gov

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee ~~in a sum equal to~~ per a separate agreement ~~% of the Purchase Price to be divided between the Brokers as follows: Seller's Broker _____% and Buyer's Broker _____%~~. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

Date: 01/17/2025 | 9:24 AM PST

BROKER

Newmark of Southern California, Inc., dba Newmark Knight Frank

Attn: Mark Kegans and Ron Washle
Title: _____

Address: 3281 E. Guasti Road, Suite 600, Ontario, CA 91761
Phone: 909-974-4070 and 909-974-4071
Fax: _____
Email: mark.kegans@nmrk.com; ron.washle@nmrk.com
Federal ID No.: _____
Broker DRE License #: 01355491
Agent's DRE License #: 00866145 and 00978222

SELLER

Jasmine Street, LLC

DocuSigned by:
111842FB7665409...

By: _____
Name Printed: Tracey A. Lindstrom Troy Lindstrom
Title: Managing Member
Phone: _____
Fax: _____
Email: troy565hp@gmail.com

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

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CALIFORNIA SALE/LEASE
AMERICANS WITH DISABILITIES ACT,
HAZARDOUS MATERIALS AND TAX DISCLOSURE
(CA ADA/HazMat/Tax Disclosure)

The Americans With Disabilities Act is intended to make many business establishments equally accessible to persons with a variety of disabilities; modifications to real property may be required. State and local laws also may mandate changes. The real estate brokers in this transaction are not qualified to advise you as to what, if any, changes may be required now, or in the future. Owners and tenants should consult the attorneys and qualified design professionals of their choice for information regarding these matters. Real estate brokers cannot determine which attorneys or design professionals have the appropriate expertise in this area.

Various construction materials may contain items that have been or may in the future be determined to be hazardous (toxic) or undesirable and may need to be specifically treated/handled or removed. For example, some transformers and other electrical components contain PCBs, and asbestos has been used in components such as fire-proofing, heating and cooling systems, air duct insulation, spray-on and tile acoustical materials, linoleum, floor tiles, roofing, dry wall and plaster. Due to prior or current uses of the Property or in the area, the Property may have hazardous or undesirable metals (including lead-based paint), minerals, chemicals, hydrocarbons, or biological hazards (including, but not limited to, mold) or radioactive items (including electrical and magnetic fields) in soils, water, building components, above or below-ground containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. Real estate agents have no expertise in the detection or correction of hazardous or undesirable items. Expert inspections are necessary. Current or future laws may require clean up by past, present and/or future owners and/or operators. It is the responsibility of the Seller/Lessor and Buyer/Tenant to retain qualified experts to detect and correct such matters and to consult with legal counsel of their choice to determine what provisions, if any, they may include in transaction documents regarding the Property.

Sellers/Lessors are required under California Health and Safety Code Section 25915 et seq. to disclose reports and surveys regarding asbestos to certain persons, including their employees, contractors, co-owners, purchasers and tenants. Buyers/Tenants have similar disclosure obligations. Sellers/Lessors and Buyers/Tenants have additional hazardous materials disclosure responsibilities to each other under California Health and Safety Code Section 25359.7 and other California laws. Consult your attorney regarding this matter, and make proper disclosures. Newmark Knight Frank is not qualified to assist you in this matter or provide you with other legal or tax advice.

Sale, lease and other transactions can have local, state and federal tax consequences for the seller/lessor and/or buyer/tenant. In the event of a sale, Internal Revenue Code Section 1445 requires that all buyers of an interest in any real property located in the United States must withhold and pay over to the Internal Revenue Service (IRS) an amount equal to ten percent (10%) of the gross sales price within ten (10) days of the date of the sale unless the buyer can adequately establish that the seller was not a foreigner, generally by having the seller sign a Non-Foreign Seller Certificate. Note that depending upon the structure of the transaction, the tax withholding liability could exceed the net cash proceeds to be paid to the seller at closing. California poses an additional withholding requirement equal to three and one-third percent (3-1/3%) of the gross sales price on all individuals (California residents and non-residents alike) and on entities with a last known street address outside of the State of California if the sale price exceeds $100,000. Consult your tax and legal advisor. Real estate brokers are not qualified to give legal or tax advice or to determine whether any other person is properly qualified to provide legal or tax advice.

SELLER/LESSOR

Entity Name: Jasmine Street, LLC

By: DocuSigned by: 111842FB7665409...

Name, Title: Troy Lindstrom Managing Member

Date: 01/17/2025 | 9:24 AM PST

BUYER/LESSEE

Entity Name: City of Fontana

By:

Name, Title: Matthew. Ballantyne, City Manager

Date: 1/16/2025

NEWMARK

Certificate Of Completion

Envelope Id: DCA58246-946E-4F33-9C73-83C56BBF39EB
Status: Completed
Subject: Complete with Docusign: Signed_Agreement_-_11109_Jasmine.pdf
Document Type:
Source Envelope:
Document Pages: 11
Signatures: 2
Envelope Originator:
Certificate Pages: 5
Initials: 12
Jay Verde
AutoNav: Enabled
110 E. 59th Street
EnvelopeId Stamping: Enabled
New York, NY 10022
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
Jay.Verde@nmrk.com
IP Address: 66.215.181.49

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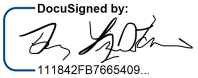
Status: Original
01/17/2025 | 09:09
Holder: Jay Verde
Jay.Verde@nmrk.com
Location: DocuSign

Signer Events	Signature	Timestamp
Troy Lindstrom troy565hp@gmail.com Managing Member Security Level: Email, Account Authentication (None)	DocuSigned by:  111842FB7665409... Signature Adoption: Drawn on Device Using IP Address: 68.8.151.39	Sent: 01/17/2025 | 09:19 Viewed: 01/17/2025 | 09:22 Signed: 01/17/2025 | 09:24

Electronic Record and Signature Disclosure:
Accepted: 01/17/2025 | 09:22
ID: 93570cb0-0c1b-434d-a430-3071f21063f4

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Mark Kegans mark.kegans@nmrk.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 01/17/2025 | 09:19 Viewed: 01/17/2025 | 09:27

Electronic Record and Signature Disclosure:
Accepted: 09/15/2023 | 15:39
ID: 52d347a6-ab11-4c30-9e2c-0b0e5c3e17f3

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	01/17/2025 | 09:19
Certified Delivered	Security Checked	01/17/2025 | 09:22
Signing Complete	Security Checked	01/17/2025 | 09:24
Completed	Security Checked	01/17/2025 | 09:24

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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To advise Cantor Fitzgerald & Co. of your new email address

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ii. send us an email to Rujun.Shen@cantor.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify Cantor Fitzgerald & Co. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Cantor Fitzgerald & Co. during the course of your relationship with Cantor Fitzgerald & Co..

File #: 25-0079
Agenda #: C.

Agenda Date: 3/25/2025
Category: Consent Calendar

FROM:
Finance

SUBJECT:
American Rescue Plan Act Update

RECOMMENDATION:
Receive update and approve revisions to the American Rescue Plan Act (ARPA) Expenditure Plan, including the leveraged projects.

COUNCIL GOALS:

- Operate in a businesslike manner by improving services through the effective use of technology.
- Practice sound fiscal management by producing timely and accurate financial information.
- Practice sound fiscal management by living within our means while investing in the future.
- Practice sound fiscal management by emphasizing capital formation.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by creating and promoting community through people, parks, and programs.

DISCUSSION:

Background

The American Rescue Plan Act (ARPA) was signed into law on March 11, 2021, providing additional relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses. ARPA funding of $1.9 trillion provided for $362 billion in flexible fiscal aid to state and local governments in America under the State & Local Fiscal Recovery Funds (SLFRF). The City of Fontana was allocated $50.3 million in ARPA SLFRF funds. The U.S. Department of the Treasury issued an Interim Final Rule in May 2021, and the Final Rule in January 2022, to implement the Coronavirus State and Local Fiscal Recovery Funds established under ARPA.

On March 8, 2022, the City Council approved the original ARPA Expenditure Plan (Plan). On September 13, 2022, the City Council subsequently approved a revised Plan which properly categorized existing projects per the Final Rule and eliminated projects that were determined to be ineligible. As all projects were determined eligible in concept for ARPA funding, staff has worked

diligently with the City Attorney's office and HdL ECONSolutions ensuring that all project details met ARPA Final Rule requirements. All projects have received a final legal determination as to their eligibility. An Updated ARPA plan is presented to Council as needed to ensure proper allocation of funds.

Current Plan

The current Plan reflects expenditures in four primary Federal Eligible Use Categories. As the U.S. Department of Treasury (Treasury) continues to refine reporting requirements, the table below reflects the current budget in the updated categories per the Treasury reporting requirements.

Federal Eligible Use Category Project	Current Plan
1) Public Health & Economic Response	
1.0 Public Health	2,388,561
2.0 Negative Economic Impacts	10,357,419
3.0 PH Negative Economic Impact Public Sector Capacity	15,646,441
2) Revenue Loss	
6.0 Revenue Replacement	10,000,000
3) Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)	
7.0 Adminstrative	250,000
4) Water, Sewer, and Broadband Infrastructure	
5.0 Infrastucture	10,726,791
5) Premium Pay	
4.0 Premium Pay	887,901
To Be Determined	
Total Programmed	**50,257,113**
Available	**-**
Total Allocation	**50,257,113**

Recommended Plan - Revisions

The revisions proposed for the current Plan budget reflect no change in total appropriation.

Federal Eligible Use Category Project	Current Plan	Revisions	Proposed Plan
1) Public Health & Economic Response			
1.0 Public Health	2,388,561	(0)	2,388,561
2.0 Negative Economic Impacts	10,357,419	(482,576)	9,874,843
3.0 PH Negative Economic Impact Public Sector Capacity	15,646,442	681,233	16,327,675
2) Revenue Loss			
6.0 Revenue Replacement	10,000,000	-	10,000,000
3) Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)			
7.0 Adminstrative	250,000	-	51,433
4) Water, Sewer, and Broadband Infrastructure			
5.0 Infrastucture	10,726,791	(90)	10,726,701
5) Premium Pay			
4.0 Premium Pay	887,900	-	887,900
Total Programmed	**50,257,113**	**198,566**	**50,257,112**
Available	-		-
Total Allocation	**50,257,113**		**50,257,112**

Plan revisions being proposed with this item include adjustments to the following projects:

- Leveraged Project: Support Government Employment (hiring above the pre-pandemic baseline): Current allocation is $9.1 million and an increase of $735,325 million is recommended as a result of leveraging projects.
- Leveraged Project: Fontana 311: Project has been reevaluated and determined to use $54,090 less than anticipated. The project is recommended to be reduced by this amount.
- Leveraged: The Homelessness Prevention Resources and Care Center is recommended to be increased by $581,430 due to additional expenditures being identified.
- Leveraged: The Park Improvements project is being recommended to be reduced by $1,064,007 and will be leveraged by the General Fund. Required adjustments were included in the Mid-Year Budget Report
- Leveraged: The Administration budget is recommended to be reduced by $198,568 and will be leveraged by the General Fund. Required adjustments were included in the Mid-Year Budget Report.
- The Fiber to City Facilities had a correction of a $90 decrease in the budget.

Recommended Plan - Leveraged Projects

The original Plan as recommended by Council included $18.0 million of projects in the Revenue Loss category of which only had $10.0 million of available funding per the standard allowance in the Final Rule. As a result, the Revenue Loss category was over appropriated by $8.0 million and the projects in this category were not eligible under any other category. As such, $8.0 million of ARPA eligible projects needed to be identified in the General Fund and the funding for these projects switched to ARPA thus making available General Fund for the projects. These projects included the Police Department helicopter ($3.0 million) and various pavement rehabilitation projects ($5.0 million) which

will be funded through the General Fund as a result of the leveraged projects below which were previously funded by the General Fund and will now be funded through ARPA.

Additionally, two projects have been reduced in ARPA and will be funded by General Fund or a different source. As a result, there was an increase in the budget for the Support Government Employment project.

Leveraged Projects below:

Federal Eligible Use Category Project	Current Plan	Revisions	Proposed Plan
1) Public Health & Economic Response			
Support Government Employment (hiring above the pre-pandemic baseline)	9,107,438	735,325	9,842,763
Homelessness Prevention Resources and Care Center	5,860,799	581,430	6,442,229
Park Improvements	4,305,861	(1,064,034)	3,241,828
4) Water, Sewer, and Broadband Infrastructure		-	
Accela	3,406,636	-	3,406,636
Fontana 311	2,452,445	(54,090)	2,398,355
Total	**25,133,179**	**198,631**	**25,331,810**

- Support Government Employment - Hiring Above the Pre-Pandemic Baseline ($9,107,438): Per the Treasury Final Rule, the City may hire above the pre-pandemic baseline and use SLFRF funds to pay for payroll and covered benefits associated with the recipient increasing its number of budgeted FTEs up to 7.5 percent above its pre-pandemic baseline. All costs associated with new positions approved by Council can be considered for this leveraged project, including by not limited to the new Police Department positions added in 2021-22 and 2022-23. This amount is being increased by $735,325 million to accommodate additional leveraged projects.
- Accela and Fontana 311 projects have been identified as eligible projects. These two projects have been reduced and have been reallocated to the Support Government Employment - Hiring Above the Pre-Pandemic Baseline leveraged project.
- Homelessness Prevention Center and Park Improvements are recommenced to be reduced and leveraged for the amounts of $1.5 million, and $1.06 million respectively. Any required expenditures will be funded from a different source.

Recommended Plan Summary

The recommended Plan below reflects all changes discussed above:

Federal Eligible Use Category Project	Current Plan	Revisions	Proposed Plan
1) Public Health & Economic Response			
1.0 Public Health	2,388,561	(0)	2,388,561
2.0 Negative Economic Impacts	10,357,419	(482,576)	9,874,843
3.0 PH Negative Economic Impact Public Sector Capacity	15,646,442	681,233	16,327,675
2) Revenue Loss			
6.0 Revenue Replacement	10,000,000	-	10,000,000
3) Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)			
7.0 Adminstrative	250,000	-	51,433
4) Water, Sewer, and Broadband Infrastructure			
5.0 Infrastucture	10,726,791	(90)	10,726,701
5) Premium Pay			
4.0 Premium Pay	887,900	-	887,900
Total Programmed	**50,257,113**	**198,566**	**50,257,112**
Available	-		-
Total Allocation	**50,257,113**		**50,257,112**

Plan Update

As of the last report, all Plan projects had been reviewed and based upon the scope of each project, deemed eligible by HdL and the City Attorney. Since the last report, all projects have been reviewed by City Attorney's office in detail with the projects having been fully approved. As of December 31, 2024, $39.4 million has been expended. Staff is recommending the reallocation of any unused project balances to other approved projects in the interim reporting period. Attachment B provides a brief update on each project.

FISCAL IMPACT:

There is no net fiscal impact associated with the approval of this item. Approval of this item reallocates ARPA funding within the expenditure plan as detailed in Attachment A.

MOTION:

Adopt staff recommendation.

ATTACHMENT A

CITY OF FONTANA
AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN UPDATE
AS OF DECEMBER 31, 2024

Federal Eligible Use Category Treasury Expenditure Category	Project	Current Plan	Proposed Plan	Expenditures as of 12/31/24
1) Public Health & Economic Response				
1.0 Public Health	Metrolink Station Security Cameras	66,411	66,411	66,411
	Ventilation Upgrade for City Facilities	2,322,150	2,322,150	2,322,150
2.0 Negative Economic Impacts	Fontana Forward Grant Program	190,786	190,786	190,786
	Homelessness Prevention Resources and Care Center	5,860,799	6,442,229	5,933,242
	Park Improvements	4,305,834	3,241,828	2,624,693
3.0 PH Negative Economic Impact Public Sector Capacity	Leveraged Project: Support Government Employment (hiring above the pre-pandemic baseline)	9,107,438	9,842,762	9,842,763
	Vaccine Bonus	526,986	526,986	526,986
	Leveraged Project: Accela	3,406,636	3,406,636	3,406,636
	Leveraged Project: Fontana 311	2,452,445	2,398,355	1,953,695
	Part-Time Employee Retention	152,936	152,936	152,936
2) Revenue Loss				
6.0 Revenue Replacement	Parking Structure	10,000,000	10,000,000	9,936,963
3) Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)				
7.0 Adminstrative	Administrative Costs	250,000	51,433	51,433
4) Water, Sewer, and Broadband Infrastructure				
5.0 Infrastucture	Cypress Storm Drain Project	7,340,000	7,340,000	169,360
	Data Security & Threat Detection	157,927	157,927	157,927
	Endpoint Detection & Response Solution	154,806	154,806	154,806
	Fiber to City facilities	1,774,058	1,773,968	50,901
	Network Detection & Response Solution	-	-	-
	Septic to Sewer	500,000	500,000	223,516
	Storm Drain Infrastructure Masterplan	375,130	375,130	367,409
	Sewer Infrastructure Masterplan	424,870	424,870	416,105
5) Premium Pay				
	Public Safety Premium Pay	887,901	887,901	887,900
	Total	**50,257,113**	**50,257,113**	**39,436,616**
	Total Unappropriated Fund Balance		**-**	
	Total Allocation	**50,257,113**	**50,257,113**	

ATTACHMENT B

CITY OF FONTANA
AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN UPDATE DETAIL
December 31, 2024

Project	Recommended Amount	Expended As of 12/31/24	Federal Use Category	Description	Est. Project Start Date	Est. Project End Date	Est. Project Cost	Project Update
Administrative Costs	51,433	51,433	Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)	To cover the administrative direct and indirect costs associated with the ARPA program.	Complete	Complete	51,433	Administrative costs to cover the implementation and oversight of the City's ARPA Expenditure Plan. Costs include but are not limited to City staff time, consultant services including HdL, and City Attorney costs.
Cypress Storm Drain Project	7,340,000	169,360	Water, Sewer, and Broadband Infrastructure	Construction of a storm drain facility along Foothill Blvd between Sierra Ave and Cypress Ave and Cypress Ave between Foothill Blvd and Orange Way to connect to the newly constructed West Fontana Channel along the Metrolink railroad track. The project also includes landscaped median on Foothill Blvd, reconstruction of AC pavement, and ADA compliant sidewalks and curb ramps upgrades.	In progress	9/30/2025	26,200,000	The project is currently in design phase. The project will be constructed in two phases: - Phase 1 will be on Foothill Blvd between Sierra Ave and Cypress Ave, and on Cypress Ave between Foothill Blvd and Orange Way ($19.7 million) - Phase 2 will be on Cypress Ave between Miller Ave and Foothill Blvd and on Juniper Ave between Miller Ave and Foothill Blvd ($6.5 million) ARPA funds will be used towards the first phase. Phase 2 will be constructed once funding is identified in the future. The total project cost for Phase 1 is funded by ARPA, Local Measure I, Storm Drain, and Landscape. The project opened bid on April 18. The lowest bid came in higher than anticipated. Pending additional project funding allocation, the project is scheduled to begin its construction in Summer 2024
Data Security & Threat Detection	157,927	157,927	Water, Sewer, and Broadband Infrastructure	A software suite that integrates with our servers and Office 365 to detect, report, and alert on permissions and activity to help detect unauthorized access.	Complete	Complete	157,927	Varonis DatAdvantage software suite was deployed and is currently in use to monitor the City's file servers and Office 365 environment. Approved via consent calendar during the June 28, 2022 City Council meeting. PO #22300174. Project is completed.
Endpoint/Network Detection & Response Solution	154,806	154,806	Water, Sewer, and Broadband Infrastructure	A technology solution that would help detect, alert, and potentially respond automatically to anomalous or malicious network activity on the City's network Network:A technology solution that would help detect, alert, and respond to unauthorized activity on the staff computers throughout the City. This would fill the gap between what anti-virus software will detect and our network defenses.	Complete	Complete	154,806	Combined with Network Detection and Response solution. Purchased Arctic Wolf Managed Detection and Response (MDR) solution to monitor network traffic to alert on malicious or suspicious activity. Approved via consent calendar during the June 14, 2022 City Council Meeting. PO # 22300235. Project is completed
Fiber to City facilities	1,773,968	50,901	Water, Sewer, and Broadband Infrastructure	This project would run City owned fiber to our 6 facilities with leased lines, 1police substation with a leased line, 4 of our larger parks that currently have no connectivity, and 1 police substation that currently has no connectivity. This would help facilitate the use of technology at the locations (Wi-Fi, security cameras, irrigation systems, etc.).	In progress	9/30/2025	1,773,968	Sites to be connected are: Palm Court Substation, Southridge Substation, Cypress Center, Don Day Center, Heritage Center, Jack Bulik Center, Martin Tudor Park, Mary Vagle Nature Center, Bill Martin Park, Central City Park, Ralph M. Lewis Sports Complex, South Fontana Park, and Veteran's Park. The project has been advertised and scheduled to open bid on May 7. The project is scheduled to be completed late this year.

ATTACHMENT B

CITY OF FONTANA
AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN UPDATE DETAIL
December 31, 2024

Project	Recommended Amount	Expended As of 12/31/24	Federal Use Category	Description	Est. Project Start Date	Est. Project End Date	Est. Project Cost	Project Update
Fontana Eats Grant Program	190,786	190,786	Public Health & Economic Response	Council approved program to grant Covid Impacted or disproportionate residents $100 to $600 depending on family size and income. On October 25, 2022, City Council approved the Fontana Eats food assistance program to provide a direct benefit to eligible households impacted by COVID-19. As of August 17, 2023, a total 406 households have received $103,512.81 in funding. In partnership with Fontana/s Social Work Action Group (SWAG) this total includes 35 individuals experiencing housing insecurities that received Fontana Eats funding as additional assistance while placed in local rapid housing.	Complete	Complete	190,786	Project details are being developed and will be presented to Council for consideration in September 2022. // Project Name Changed to: Fontana Eats // Council approved program to grant Covid Impacted or disproportionate residents $100 to $600 depending on family size and income // Total Applications Submitted: 225 // First 100 applicants to be funded mid-April. The sunset of the program commenced on or before September 30, 2023. Funds for the Fontana Eats program were exhausted, leaving a total amount of $83,440.00 remaining and any additional funds not expended after final billing from Usio Card Services, will be reallocated to ARPA priority projects. This project has been completed.
Homelessness Prevention Resources and Care Center	6,442,229	5,933,242	Public Health & Economic Response	The design and construction of a homeless shelter to serve the homeless population of the City.	Leveraged	Leveraged	17,000,000	Additional funding of $9,000,000 is required and potential sources include: - County of San Bernandino-$5,000,000 - USHUD $4,000,000 Project will provide transitional housing and wrap around services (24 hour managed care) for up to 30 chronically homeless individuals as well as housing and appropriate support services for up to 16 families. This Includes the purchase of a Hotel, the Conversion Costs and 2 years of property management and utilities. Hotel has been purchased.
Leveraged Project: Support Government Employment (hiring above the pre-pandemic baseline)	9,842,763	9,842,763	Public Health & Economic Response	Per the Treasury Final Rule, the City may hire above the pre-pandemic baseline and use SLFRF funds to pay for payroll and covered benefits associated with the recipient increasing its number of budgeted FTEs up to 7.5 percent above its pre-pandemic baseline.	Complete	Complete	9,842,763	All costs associated with new positions approved by Council can be considered for this leveraged project, including by not limited to the new Police Department positions added in 2021-22 and 2022-23.
Metrolink Station Security Cameras	66,410	66,410	Public Health & Economic Response	Installation of 8 security cameras at the Fontana Metrolink station to help keep the area more secure. The station currently has no operational cameras, nor any City owned cameras.	Complete	Complete	67,000	Project is complete.Delays were due to delivery which is delayed due to supply chain issues.

ATTACHMENT B

CITY OF FONTANA
AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN UPDATE DETAIL
December 31, 2024

Project	Recommended Amount	Expended As of 12/31/24	Federal Use Category	Description	Est. Project Start Date	Est. Project End Date	Est. Project Cost	Project Update
Leveraged Project: Accela	3,406,636	3,406,636	Public Health & Economic Response	This is a new project and it is recommended that it is funded in the amount of $3.6 million in an effort to leverage funds for projects originally requested in the Revenue Loss category.	Complete	Complete	3,406,636	In 2021 the Innovation and Technology Department began efforts to improve business processes in the land management and permitting systems. During the pandemic, it became clear that paper processes were no longer an effective way of serving our residents or business partners. The city wished to replace the existing solution with an improved digital solution to meet the needs of city employees, residents, and businesses. Over the course of a year, city staff reviewed processes and gathered requirements for a new solution. A new solution was selected in late 2021 to help improve processes in the land management and permitting system space. Throughout 2022 the IT department has continued to lead this project, working alongside almost every city department to ensure the new solution will be tailored to meet the city of Fontana's needs in this space. This project has been a 3-year effort, and we are now nearing the tail-end of the project. The new, improved solution will seamlessly connect with surrounding systems, assist customers with an easy-to-use interface, ensure city employees process requests in a consistent and efficient manner, and provide dynamic insights to internal operations. The new solution went live July 2023. There are Quarter 1 FY2024 requests for addtional work.
Leveraged Project: Fontana 311	2,398,355	1,953,695	Public Health & Economic Response	This is a new project and it is recommended that it is funded in the amount of $3.2 million in an effort to leverage funds for projects originally requested in the Revenue Loss category.	In Progreaa	2023-25	2,398,355	The City of Fontana developed and implemented the Fontana 311 system to improve communication and streamline services to its Residents and Businesses by bringing all customer interactions to one central location. The Fontana 311 system will be a one-stop shop for businesses and residents to file complaints, get answers to questions, keep residents informed and overall improve citizen engagement. The Innovation and Technology department led the project to develop this new system and was sponsored by our Communications and Marketing office. Throughout 2022 and 2023, there has been extensive work with almost every city department to ensure all city services are captured within the application. Residents will be able to call 311, use a website, or our 311 app to make that first request and then see it through to completion. The Fontana 311 system will allow staff to track requests from initiation to completion. Fontana 311 offers digital government services and makes interacting with government a much smoother process for our residents and businesses. The Fontana 311 system went live in February of 2023 and is now entering phase 2 of the project, which will bring an IVR with AI to assist our residents when they call for services.

ATTACHMENT B

CITY OF FONTANA
AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN UPDATE DETAIL
December 31, 2024

Project	Recommended Amount	Expended As of 12/31/24	Federal Use Category	Description	Est. Project Start Date	Est. Project End Date	Est. Project Cost	Project Update
Park Improvements	3,241,828	2,624,693	Public Health & Economic Response	Various projects needed to replace and/or upgrade aging infrastructure in our City's parks.	Leveraged	Leveraged	4,059,500	Improvements are being recommended at the following 10 parks: --Veteran's Park (installation of ballfield dugout shade structures - completed) - Veteran's West Park (installation of new ballfield backstops - Construction began December 18, 2023, there are 15 work days delay due to rain. Completion date March 1, 2024). - Seville Park (installation of new ADA Inclusive playground structure - Construction scheduled for March 4, 2024). - Fernandez Park (Construction scheduled for March 4, 2024) - Bill Martin Park (Ballfield dugout shade structures - completed, Shade structures for spectator areas- Construction scheduled for June 5, 2024). - Northgate Park (installation of playground, shade structure and ADA inclusive playground equipment-Construction scheduled for April 4, 2024). - North Tamarind Park (installation of new jumbo park gazebo for large groups, a new ADA inclusive playground, shade structures, and rubber safety surfacing- Construction scheduled for February 19, 2024) - Lemon Pepper Park (installation of playground shade structure-Construction scheduled for April 18, 2024). - Carmela Park (installation of playground shade structure- Completed.
Parking Structure	10,000,000	9,936,963	Revenue Loss	The project will construct a new parking structure within the parking lot of the Fontana HR Office.	In progress	3/30/2025	15,000,000	The proposed project is to be constructed within the existing parking lot of the City's Human Resources Department Building located at 8491 Sierra Avenue, Fontana, CA 92335, and shall consist of a 4-tier parking structure. Each tier will have a footprint of approximately 130 feet by 230 feet with two vehicular entrances, one along Learner Lane and the other along Wheeler Avenue. The City anticipates the structure to include 311 vehicular parking spaces and two elevators. The intent of the structure is to serve as both public and employee parking for the civic center campus. The Design-Build contract was approved by council on June 13, 2023. The construction is currently in progress, with anticipated completion in March 2025.
Part-Time Employee Retention	152,936	152,936	Public Health & Economic Response	Project includes recruitment and retention bonuses for part-time personnel.	Complete	Complete	152,936	Project includes recruitment and retention bonuses for part-time personnel with a current allocation of $250,000.
Public Safety Premium Pay	887,901	887,901	Premium Pay	Project includes public safety retention bonuses which were previously categorized as Employee Retention/Incentive as Public Health & Economic Response.	Complete	Complete	887,901	Project includes public safety retention bonuses. Project is Complete
Septic to Sewer	500,000	223,516	Water, Sewer, and Broadband Infrastructure	The project will provide septic to sewer conversion in a disadvantaged communities (DAC) area in the city.	In Progress	10/31/2024	2,000,000	The City will create sewer mainline construction plans on Arrow Ave between Ilex Street and Beech Ave, Cherry Avenue from Arrow Blvd to Foothill Blvd, and Beech Avenue from Arrow Blvd to Foothill Blvd per the City's Master Plan of Sewer. The Engineering Design Services RFP has been issued in April 2024, with anticipated completion of the Design and shovel-ready by Fall 2024.

ATTACHMENT B

CITY OF FONTANA
AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN UPDATE DETAIL
December 31, 2024

Project	Recommended Amount	Expended As of 12/31/24	Federal Use Category	Description	Est. Project Start Date	Est. Project End Date	Est. Project Cost	Project Update
Storm Infrastructure Masterplan	375,130	367,409	Water, Sewer, and Broadband Infrastructure	For consultant provided services in order to develop a masterplan document to forecast future infrastructure needs.	9/30/2022	3/1/2025	375,130	Contract with David Evans and Associates. for $375,130 was approved on October 10, 2022. Contract is being funded by ARPA. Due to staff shortage in consultant, the expected date for Council workshop is September 2024.
Sewer Infrastructure Masterplan	424,870	416,105	Water, Sewer, and Broadband Infrastructure	Storm Drain and Sewer master plans update. With completed projects and various changes since the last update, the master plans are due for an update.	9/30/2022	3/3/2025	478,502	Contract with Albert A. Webb Associates, Inc. for $478,502 was approved on October 3, 2022. Contract is being funding by ARPA and $53,632 from Fund 702. An addendum for $40,000 is approved by the City Council from Fund 702 to provide more detailed analysis of the Downtown Area with the funds being drawn from the Sewer Capital Projects Fund. Due to additional scope of the project, the project will be ready for a Council workshop in September 2024.
Vaccine Bonus	526,986	526,986	Public Health & Economic Response	Project includes a citywide vaccine bonus.	Complete	Complete	526,986	Project includes a citywide vaccine bonus. Citywide Vaccine Bonus, 40 hours per full-time employee with a current allocation of $527,454. Project ended in December 31, 2022.
Ventilation Upgrade for City Facilities	2,322,150	2,322,150	Public Health & Economic Response	Upgrades to existing HVAC equipment to provide better protection to employees from Covid-19.	Complete	Complete	2,322,150	Project went out to bid and closed August 23, 2022. Bid responses are being evaluated by Purchasing and contract will be presented to council for consideration in September 2022. Installation began January 2023 and was completed July of 2023. There were a total of 990 air purifiers installed along with 200 air monitors in a total of 20 city buildings. Completed.
Total	**50,257,113**	**39,436,616**						

ATTACHMENT B

CITY OF FONTANA
AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN UPDATE DETAIL
December 31, 2024

Project	Recommended Amount	Expended As of 12/31/24	Federal Use Category	Description	Est. Project Start Date	Est. Project End Date	Est. Project Cost	Project Update
REVISED: Helicopter Purchase	3,000,000	3,000,000		This request is for an A-Star helicopter which will allow for a more available fleet and readied aircraft while one or more are down for scheduled or unscheduled maintenance. The A-Star can fly in windy conditions and eliminate the current loss of approximately 30% of hours due to inclement weather. Additionally, the upgraded program could provide for the ability to support an officer down rescue. The increased functionality of the A-Star will allow for integrated maps to support in pursuits and tactical situations; recording capabilities to assist in evidence, training, and civil litigations; the ability to fly at higher altitudes to assist in covert surveillances to aid the Narcotics Unit, Fugitive Apprehension Team, and other units in the special operations division. Additionally, the A-Star will also provide air support to the Fire District including fire patrol and real-time tactical assessments improving response times and decreasing loss of property.	5/27/2022	11/30/2022	3,000,000	The AirBus Helicopter was purchased and delivered in May 2022 as well as the Chopper Spotter The balance of the outstanding expenditures will be presented to Council and funding (General Fund 101) request will be submitted for approval as needed. Project details include the following: - 2011 Air Bus AS350B2 ($1,670,125) - purchased using General Fund (101) May 2022. - Chopper Spotter ($22,760) - purchased using General Fund (101) - 5 Year Impound Fees ($625,000) - General Fund (101) monies need to be requested and placed in a project as a one time payment of ($625,000). Funds were in original proposal for annual maintenance (5 yrs x $125,000) - 12 Year Maintenance ($225,000) - General fund (101) request submitted for 1st Qtr. (2023-2024) - FY 21/22 Prorated Premium Insurance ($3,962) - General Fund (101) paid July 2022. - FY 22/23 Insurance ($47,541) Increase cost of insurance. FY 23/24 Insurance billed at the same rate of FY 22/23. Insurance premium paid from General Fund (101). - Cargo Hook Kit/Bambi Bucket ($100,000) - Currently aircraft unavailable to install equipment. Fire District/Dept will be contacted when ready to proceed with purchase. Additionally, there are on-going associated costs related to general contract increase for fuel, maintenance, storage, flight hours, and insurance premiums. The Police Department will include General Fund (101) increase request annually during budget preparation and supplement budget preparation. This project is now funded by General Fund. Remaining outstanding items to be purchased included: Remaining Impound Fees, 12 Year Maintenance, and Cargo Hook Kit/Babmi Bucket.
Pavement Rehabilitation	5,000,000	TBD		For annual work related to the City's Pavement Management Plan.	3/1/2023	12/31/2025	5,000,000	Various Pavement Rehabilitation projects, per City's 7-Year Pavement Management Plan, are currently in design and construction phases.

File #: 25-0087
Agenda #: D.

Agenda Date: 3/25/2025
Category: Consent Calendar

FROM:
Finance

SUBJECT:
Amend Administrative Policy Purchasing 20-50

RECOMMENDATION:
Adopt **Resolution 2025-018**, of the City Council of the City of Fontana, amending Administrative Policy Section 20-50 (Purchasing Policies and Procedures Manual).

COUNCIL GOALS:

- Operate in a businesslike manner by correcting problems immediately.
- Create and maintain a dynamic team by supporting the decisions of the majority once made.
- Create and maintain a dynamic team by promoting stability and predictability by providing consistent policy direction.

DISCUSSION:
The City's current purchasing practices are governed by both Fontana Municipal Code (FMC) and the Administrative Policy - Purchasing Section 20-50. As a best practice, finance and related policies should be periodically reviewed to ensure that the policies and practices employed are not only in compliance with applicable laws but also to minimize risk, to ensure that the policies mirror actual business practices, and ensure that the procurement of goods and services are conducted in an open and competitive environment.

The Purchasing Policy was last updated in December of 2022, and City staff have conducted a review and have identified areas that need to be updated based on current business practices and the California Public Contract Code (PCC) 22032 that was amended effective January 1, 2025. Notable areas of to be amended include:

- Section 3.1.6 Exceptions - Established procurement of professional services and advise in financial, economic, account, legal or administrative matters.

- Section 3.2.1 Public Works Projects - Increased the bid limit Pursuant to PCC 22032 from $60,000 to $75,000 negotiated contract and from $200,000 to $220,000 for informal bidding.

The proposed changes will improve the efficiency of the City's purchasing processes by providing clear and detailed guidance to staff.

FISCAL IMPACT:

No Fiscal Impact

MOTION:
Approve staff recommendation

RESOLUTION NO. 2025-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA AMENDING MULTIPLE SECTIONS OF THE PURCHASING POLICIES AND PROCEDURES MANUAL TO REFLECT THE CITY'S CURRENT PURCHASING PROCEDURES AND TO ENSURE COMPLIANCE WITH STATE LAW.

WHEREAS, the City Council of the City of Fontana ("City Council") has adopted a Purchasing Policies and Procedurals Manual ("Purchasing Policy") that outlines the rules and regulations governing the City of Fontana's ("City") purchasing operations; and

WHEREAS, the Purchasing Policy requires an update to reflect the City's current purchasing procedures and to ensure compliance with local, state, and federal laws.

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

Section 1. Recitals. The above recitals are true, correct and by this reference incorporated herein.

Section 2. Adoption. City Council hereby adopts the amendment to the Purchasing Policy as detailed in Exhibit A that is attached hereto and incorporated herein by this reference.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

Section 4. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 5. Certification. The City Clerk shall certify to the adoption of this Resolution.

Section 6. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Resolution is based are located at the City Clerk's office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian of records is the City Clerk.

APPROVED AND ADOPTED this 25th day of March 2025.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 25th day of March, 2025, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

Purchasing Policies and Procedures Manual

FONTANA
CALIFORNIA

REVISED: March 25, 2025

1.0 General Purchasing Policy

PURPOSE

The purpose of this policy is to provide the City of Fontana a means of assuring continuity and uniformity in its purchasing operation, and to define the authority for the purchasing function, and responsibilities for purchasing supplies, services, and equipment for the City.

This policy ensures that the City of Fontana's (the City) purchasing procedures and processes are in compliance with ***Fontana Municipal Code (FMC) – Chapter 10 - Article V. Purchasing***, federal, state, and local laws, and it ensures appropriate stewardship of the City's assets, integrity when acquiring goods and services, and accountability to its citizens.

POLICY

Purchases and contracts for goods and services made on behalf of the City shall be made in compliance with procurement laws and regulations, and with the highest ethical standards, including appropriate stewardship of the City's resources when acquiring goods and services.

1.1 Approval of Purchases and Contracts for Goods, Services, and Public Works Projects

All purchases and contracts for goods and services are under the control and direction of the City Manager. The City Council, City Manager, Deputy City Manager, and Department Heads are authorized to bind the City to contractual agreements for Goods, Services, and Public Works Projects.

1.1.1 Delegation of Approval Authority

Pursuant to Resolution No. 2022-035, the Approval Authority applicable for the purchase of Goods, Services, and Public Works Projects shall be delegated as follows:

Award by City Manager. The City Manager may make purchases or contracts for Goods, Services, and Public Works Projects in an amount up to One Hundred Thousand ($100,000) Dollars. Contracts that exceed $100,000 are subject to review and approval by the City Council.

Award by Deputy City Manager. The Deputy City Manager may make purchases or contracts for Goods, Services, and Public Works Projects in an amount up to Fifty Thousand ($50,000) Dollars.

Award by Department Heads. Department Heads may make purchases or may make purchases or contracts for Goods, Services. Public Works Projects in amount up to Twenty-Five Thousand ($25,000) Dollars.

The following chart outlines the respective Approval Authority limits as described in this Section 1.1.1:

Authorized Official	Limit
Department Head	≤$25,000.00
Deputy City Manager	≤$50,000.00
City Manager	≤$100,000.00
City Council	>$100,000.00

1.1.2 Delegation of Authority for Purchase Orders

The Purchasing Manager has been delegated authority to issue purchase orders for all purchases on forms approved by the Chief Financial Officer of the Department of Finance. Prior to the issuing a purchase order, the Purchasing Manager shall ensure that the requesting department has sufficient funds to purchase the goods and services and that the request has been approved in accordance with the purchasing approval authority above.

1.2 Procurement Law

Contracts for goods and services must comply with federal, state, and local laws. The primary governing authorities are determined by the source of funds being used, jurisdiction, and the governing body incorporated into the contract.

1.2.1 Municipal Contract Law

Cities have governing authority to enter contracts for goods and services to carry out its necessary functions, including those expressly granted and those implied by necessity. Cities also have specific statutory authority to contract for special services, including financial, economic, accounting, engineering, legal, and administrative functions.

Public Works Contracts are governed by the State of California. The law relating to Public Works Contract for the City is found primarily in the ***California Public Contract Code (PCC)*** and secondarily in the ***California Government Code (GC)***, ***Labor Code (LAB)***, and ***Civil Code (CIV)***.

The City's contract templates, and standard terms and conditions incorporate all applicable statutory requirements from the State of California and the City's Municipal Code. All terms and conditions are incorporated and binding for all contracts and purchase orders using City's resources.

1.2.2 Government Grant Law

The primary governing authority for grants is the terms and conditions of the individual grant and the agency-specific provisions imposed by the awarding agency. Federal grants are governed by the ***Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)***, also known as the Uniform Guidance. Contracts for goods and services using federal grants include various terms and conditions, including individual grant terms and conditions, program

provisions, agency-specific provisions, and the City's terms and conditions. All levels of terms and conditions are incorporated and binding. However, when there is a conflict, the order of precedence determines which terms and conditions prevail. For more details regarding federal grants, see ***Section 6.0 - Federal Emergency and Grant Procurement Procedures***.

The City's contract templates, and Government Grant provisions incorporate all applicable statutory requirements from the federal government and the City's Municipal Code. All terms and conditions are incorporated and binding for all contracts and purchase orders under federal grants.

1.3 Ethics

City Employees shall always uphold the highest level of ethical conduct in performing purchasing activities on behalf of the City. At a minimum, City Employees shall comply with the standards set forth in ***Fontana Administrative Policy 15-01 – Conflict of Ethics, the Political Reform Act, GC sections 8100 et seq.***, ***the Fair Political Practices Commission (FPPC)*** regulations, ***GC section 1090***, and the ***Anti-Kickback Enforcement Act of 1986***.

1.3.1 Personal Conflict of Interest

City Employees are prohibited from soliciting or accepting any gift, money, favor, entertainment, hospitality, loan or any other item of value for the performance of an act which the City Employee is expected or required to render in the course and scope of City employment, regardless of whether the item of value is for the City Employee or for someone else.

A non-exclusive list of examples of gratuities which, if received, would violate this policy is as follows:

- Beverages and/or meals;
- "Tips" whether in the form of cash or merchandise;
- Discounts on personal purchases for goods and/or services; and
- Gifts.

In general, if a City Employee would not have been offered a Gratuity but for the fact of being employed and serving in the capacity as a City Employee, then acceptance of any item of value is prohibited. Even if acceptance of a Gratuity is allowed under this policy, the City Employee shall comply with all reporting requirements under state and local law.

NOTE: *Unsolicited gifts which cannot be reasonably returned (such as perishable foods, candy, or flowers) must be shared at large with all City Employees and the public or provided to a nonprofit charitable organization for use.*

1.3.2 Disciplinary Action

Failure to obey the foregoing policies will result in appropriate disciplinary action and may result in discharge from City employment.

ROLES AND RESPONSIBILITIES

City Manager

All purchases and contracts for goods and services are under the control and direction of the City Manager.

Chief Financial Officer

The Chief Financial Officer is responsible for recommending policy changes and updates to establish and maintain compliance with government laws and to oversee the competitive procurement process while ensuring appropriate stewardship of the City's assets.

Department Heads

Department Heads are responsible for holding their City Employees accountable for the purchasing activities they make on behalf of the City and to ensure that they comply with all purchasing policies and procedures.

Purchasing Manager

The Purchasing Manager has the authority and responsibility to carry out his or her job responsibilities, including the enforcement of purchasing policies and any guidelines promulgated by the City Manager as determined by the Chief Financial Officer of the Finance Department and approved by the City Manager.

City Employees

City Employees are responsible for understanding their liabilities and obligations when they communicate with vendors and contractors. City Employees are prohibited from making promises to vendors and contractors and signing contracts for goods and services on behalf of the City unless they have expressed authority to do so in accordance with the City's Municipal Code. In the event a City Employee negotiates terms and conditions of a contract for goods and services, the City Employee must consult with the Purchasing Manager prior to making any commitments to a vendor or contractor.

DEFINITIONS

Approval Authority – means the City Council, City Manager, Deputy City Manager, or Department Head with the authority to approve a particular contract or purchase.

City Employee – a person employed by the City that earns a wage or salary, including elected officials, non-elected officials, executive staff, and non-executive staff.

Department Head – a director of a department within the City.

Ethics – moral principles governing or influencing conduct, including fairness, integrity, and transparency in the City's purchasing activities.

General Services - mean furnishing of labor, time, or effort by a contractor for non-professional services as the City may, from time to time, find necessary and proper for the functioning of the City. Examples include, but are not limited to, janitorial, uniform cleaning, maintenance and other services which do not require any unique skill, special background or training.

Goods – mean any and all supplies, materials, articles, equipment, apparatus, vehicles, things, or property, other than real property, furnished to be used by the City.

Gratuity – anything of more than nominal value given in exchange for more than the market value of that which is provided.

Maintenance Services– mean the furnishing of labor, time, or effort by a vendor, including but not limited to: as defined in PCC Section 22002, Maintenance is: (1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes; (2) Minor repainting; (3) Resurfacing of streets and highways at less than one inch; (4) Landscape Maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; (5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

Professional Services – as defined means the services of attorneys, architects, auditors, consultants, engineers, specialized printers or other individuals or firms possessing a high degree of professional, unique, specialized, or technical skill or expertise.

Public Project or Public Works Project – as defined in PCC Section 22002, a Public Project/Public Works Project is: (1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility; (2) Painting or repainting of any publicly owned, leased, or operated facility; (3) In the case of a publicly owned utility system, "Public Project/Public Works Project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

Public Works Contract – an agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

Services – means general services, maintenance services, or professional services.

Uniform Guidance – The Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) is Federal legislation that governs the Federal grant process from pre-award to post-award administration.

2.0 Purchasing Goods and Services Policy

PURPOSE

This policy is to ensure that City Employees are purchasing Goods and Services in compliance with the City of Fontana's (the City) policies and procedures, federal, state, and local laws, while obtaining favorable pricing and terms that are most advantageous to the City.

POLICY

This policy ensures that contracts and purchases for Goods and Services are in accordance with all requirements outlined in the ***Fontana Municipal Code (FMC) – Chapter 10 - Article V. Purchasing***, ***California Public Contract Code (PCC)***, the ***California Uniform Public Construction Cost Accounting Act (CUPCAA)***, and ***Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles Competitive Requirements (Uniform Guidance)***.

2.1 Purchasing Mechanisms

The following purchasing mechanisms must be used when purchasing Goods and Services on behalf of the City:

2.1.1 Purchase Order (PO)

The preferred mechanism to use to purchase Goods and one-time Services is by a Purchase Order (PO). To purchase by a PO, the Requestor from the department must submit a Requisition through the City's Enterprise Resource Planning (ERP) System. The Requestor must ensure that all supporting documentation is attached to the Requisition, including a quotation or proposal, and a ***Competitive Source Selection Justification*** or a ***Non-Competitive Source Selection Justification*** if applicable. The PO mechanism is used in the following instances:

- One-time purchases of various goods and services when required information about the purchase is known, including estimated costs, quantities, delivery schedules, and accounting distributions.
- Annual Purchase Orders are for a repetitive nature, or when an exact dollar amount is unknown for the Fiscal Year.
- Multi-Year Purchase Orders that are a firm price agreement with a vendor for specific commodities or services for a per-determine period of time. Purchasing, in cooperation with the using department, will identify the need for a multi-year purchase order after examining past usage. Multi-year purchase orders are established through competitive bidding depending on the dollar value. Multi-year purchase orders are usually based on specific items or services, definite or indefinite quantities to be ordered as needed, over the contract period.
- POs must be used to encumber funds once a contract has been executed. After a contract has been executed and created in ERP System, the department will submit a Requisition to create a PO that is linked to the contract to encumber the funds.

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2.1.2 Purchasing Card (P-Card)

Authorized Cardholders can purchase low-value goods and services, in accordance with the ***Purchasing-Card Policy 20-55 (Administrative Policy)***.

2.1.3 Request for Check/Pay Voucher

The Request for Check/Pay Voucher mechanism to purchase Goods and Services is only used for certain types of purchases for which a PO is not required, or competitive bidding is not required. Any purchase for goods and services submitted by the Request for Check/Pay Voucher must adhere to the comprehensive listing of allowable exemptions can be accessed City's intranet of the ***Purchasing's CityNet Page.*** One-time purchases of supplies, services, and equipment of $3,000 or less, require a Request for Check/Pay Voucher. ***FMC 10-145***

2.1.4 Petty Cash

Petty Cash may only be used for unplanned purchases totaling amount of $100.00 for supplies, mileage advance or reimbursement, parking and must adhere to the ***Petty Cash Policy 20-16 (Administrative Policy)***.

2.2 Requisitions

Requisitions authorize the Purchasing Manager to make purchases on behalf of the requesting department. Prior to submitting a Requisition through the ERP System, the Requestor must ensure the following:

- Requisitions must include all relevant information for the purchase, including the vendor/vendor's contact information (e.g., contact person, company name and address, email address, and phone number), an attached written quote or proposal from the vendor, and any other relevant documents that may be useful to the PurchasingDivision.); and

- Requisitions must include the appropriate attachments (e.g., staff reports, competitive quotes or proposals and a ***Competitive Source Selection Justification*** for competitive purchases, or a ***Non-Competitive Source Selection Justification*** for noncompetitive purchases) to meet the Competitive Threshold requirements for purchases that exceed $10,000 as outlined in ***Section 2.4 Competition***.

2.2.1 Purchase Order Change Order

In the event the department wants to modify an existing PO that changes the price, quantity, period of performance, or terms and conditions, the Requestor must submit a Purchase Order Change Order ("Change Order") through the ERP System. The Change Order will be reviewed, but not limited to price reasonableness, cardinal changes, and or other factors for the changes. The Requestor must ensure the following when submitting a Change Order:

- If the Change Order amount causes the total amount of the PO to exceed $10,000, then the Requestor will need to include the appropriate attachments, including a ***Non-Competitive Source Selection Justification*** to meet the Competitive Threshold requirements as outlined in ***Section 2.4 Competition***;

- If the Change Order is for an existing PO that already exceeds $10,000, then at the Purchasing Manager's discretion, may request a ***Non-Competitive Source Selection Justification*** that addresses the changes to the PO; and

- Change Order, as required, may include a revised quote or proposal that reflects the modifications of the contract or Purchase Order, including a revised statement of work (SOW), budget, quantities, prices, period of performance, or any other revised terms and conditions.

2.3 Unauthorized Orders

Unauthorized Orders are those for which a Requisition is submitted after Goods or Services were received without a Purchase Order (e.g., reimbursements and invoice for receipt of goods and services without a PO). Unauthorized Orders present a significant risk to the City, including entering into contractual agreements without the appropriate terms and conditions incorporated into the contract or Purchase Order, increased risk and liability to the City, and limited recourse in the event of a dispute with a vendor. Unauthorized Orders are not acceptable. However, in the event of an emergency or a circumstance where an Unauthorized Order is unavoidable, the City Manager or designee will permit the transaction.

If an Unauthorized Order is submitted to Purchasing Division, the Requisition must comply with all the requirements outlined in ***Section 2.2. Requisitions*** and ***Section 2.4 Competition.*** In addition, reimbursements must have proof of payment documentation attached to the Requisition, including receipts, invoices, or credit card statements.

2.4 Competition

The City's competitive purchasing requirements are to ensure that all contracts and purchases for goods and services are conducted in a manner that provides full and open competition consistent with ***FMC –Section 10 - Article V. Purchasing***, ***PCC, CUPCAA,*** and ***Uniform Guidance***. The competitive purchasing requirements promote transparency, stimulate competition, prevent favoritism, and secure the best value of goods and services for the City. This is further described in ***Section 3.0 Bidding Procedure***.

2.5 Documentation

All non-public works purchases that exceed $10,000 require the following supporting documentation:

- ***Competitive Source Selection Justification or Non-Competitive Source Selection Justification*** or
- ***Bid Tabulation for Evaluated Procurements*** must be included as a separate document which details the evaluation criteria.

All purchases that exceed $100,000 require the following supporting documentation:

- A ***Staff Report*** that has been approved by the City Council which justifies the rationale of the source selection (e.g., competitive, or noncompetitive).

2.6 Environmentally Preferable Purchases

The City of Fontana in order to comply with ***SB 1383*** to purchase recycled content and environmentally preferred products whenever practicable, in accordance with the ***Administrative Policy 20-31***.

2.7 Federal Grant Requirements

All purchases fully funded or partially funded by a Federal Grant require the following:

- ***Government Funded Grant Provisions*** incorporated and binding for all POs and contracts;
- ***Equipment Screening*** for all equipment purchases that exceed $10,000;
- ***Certification of Debarment*** is required for all purchases that are equal to or exceed $25,000;
- ***Certification of Anti-Lobbying*** is required for all purchases that equal or exceed $100,000;
- ***Independent Cost Estimate*** prior to issuing a solicitation for purchases that exceed $100,000; and

- ***Cost Price/Analysis*** for purchases that exceed $100,000 some form of analysis should be performed.

Purchase Threshold	Federal Grants
≥ $10,000	• Equipment Screening
> $25,000	• Certification of Debarment
≥ $100,000	• Certification of Anti-Lobbying • Independent Cost Estimate prior to issuing a solicitation • Cost/Price Analysis

2.8 Purchase of Consumable Items

The City allows the purchase of food, beverages and/or other related consumable goods for certain official city programs and events. However, the purchase of food, beverage and/or other consumable goods for events such as staff meetings, holidays, birthdays, or retirements parties is generally prohibited unless: (1) the purchase is authorized by the City Manager or (2) the event falls within one of the following exceptions:

- City Council and Commission meetings
- Public Groundbreaking
- Outside interview panels for employment
- In-house training when employees are required to participate in the training program
- Inter-departmental meetings
- Community Services Department Programs
- Volunteer Work Programs

ROLES AND RESPONSIBLITIES

City Manager
All purchases and contracts for goods and services are under the control and direction of the City Manager.

Chief Financial Officer
The Chief Financial Officer is responsible for recommending policy changes and updates to establish and maintain compliance with government laws and to oversee the competitive procurement process while ensuring appropriate stewardship of the City's assets.

Department Heads
Department Heads are responsible for holding their employees accountable for the purchasing activities they make on behalf of the City and to ensure that they comply with all purchasing policies and procedures.

Purchasing Manager
Purchasing Manager is responsible for ensuring that all contracts and purchases for goods and services are conducted in a manner that provides full and open competition, appropriate documentation, including source justifications, Cost/Price Analysis, and the rationale of purchasing decisions. In addition, Purchasing Manager shall

minimize the risk to City by assisting the Requestors by selecting the appropriate contract types, ensuring that vendors comply with our insurance requirements, and making prudent business decisions with the assistance of the City Attorney when vendors take exceptions to City's terms and conditions.

Requestor
The Requestor must ensure that Requisitions are complete and accurate, including detailed itemized lines of the goods and services being purchased, correct funding sources, and correct expenditure types. Prior to submitting a Requisition to Purchasing, the Requestor is responsible for ensuring that all the appropriate supporting documentation is attached to the Requisition.

DEFINITIONS

As used in this policy:

Annual Purchase Order – a term contract or basic agreement between the City and a vendor to address recurring low-value purchases of goods and services for a specific period.

Bid Tabulation – a summary of the results of proposals or quotes submitted by suppliers to be evaluated based on a set of evaluation criteria.

California Uniform Public Construction Cost Accounting Act (CUPCAA) – the Uniform Public Construction Cost Accounting Act (Act), enacted in 1983 under Public Contract Code section 22000 et seq., allows local agencies to perform public project work of up to $75,000 with their own workforces if the agencies elect to follow the cost accounting procedures set forth in the Cost Accounting Policies and Procedures Manual by the California Uniform Construction Cost Accounting Commission.

Cardholders – an authorized individual who may make purchases for goods and services on behalf of the City with a P-Card.

City Council – the City Council serves as the legislative branch of City of Fontana Government and consists of a Mayor and four Council Members, all nonpartisan.

City Employee – a person employed by the City that earns a wage or salary, including elected officials, non-elected officials, executive staff, and non-executive staff.

Competitive Source Selection Justification – a summary of all the quotes or proposals received for a specific requirement and the rationale behind the selection of a successful vendor.

Competitive Threshold – a dollar threshold that requires competition, either by Informal or Formal Competition.

Cost/Price Analysis – a review to determine and evaluate the cost elements of a vendor's proposal to determine how well the proposed costs represent what the cost of the contract should be, including price reasonableness. Factors to be considered in determining price reasonableness include commodity markets, price lists, price quotations, negotiated pricing, input costs, transaction costs, relational costs, and landed costs.

Certification of Compliance to Anti-Lobbying – a certificate required by Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part200) to ensure that vendors have not and will not lobby public officials with Federal funds.

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters – a certificate required by Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) to ensure that vendors have not been suspended or debarred from doing business with the Federal Government.

Encumbrance – an amount of money that one is required to spend on a stated item or service in the future or the amount of money that remains on a Purchase Order after invoicing.

Enterprise Resource Planning System – the system through which the City manages its day-to-day business activities including accounting, payroll, purchasing and other financial activities.

Equipment Screening – a screening process of ensuring, either prior to an equipment purchase or concurrently with the equipment purchase, that the same or equivalent piece of equipment is not in excess or otherwise available to share.

Evaluated Procurement – an award based on evaluated criteria other than the lowest price.

Fiscal Year – a one-year period to report the City's financial information.

Federal Grant – an award of financial assistance from a federal agency to a recipient to carry out a public purpose of support or stimulation authorized by a law of the United States.

Formal Competition – a formal solicitation, including Request for Information (RFI), Sealed Bids, Request for Qualifications (RFQ), and Request for Proposals (RFP) that is publicly advertised online.

General Services - mean furnishing of labor, time, or effort by a contractor for non-professional services as the City may, from time to time, find necessary and proper for the functioning of the City. Examples include, but are not limited to, janitorial, uniform cleaning, maintenance and other services which do not require any unique skill, special background or training.

Goods – mean any and all supplies, materials, articles, equipment, apparatus, vehicles, things, or property, other than real property, furnished to be used by the City.

Informal Competition – an informal solicitation to vendors either by email or online for a Request for Qualifications (RFQ), Quotes, or Request for Proposal (RFP).

Independent Cost Estimate – documentation, in an organized effort, to gather cost and pricing data for targeted markets. Market research is used to support the Independent Cost Estimate.

Maintenance Services– mean the furnishing of labor, time, or effort by a vendor, including but not limited to: as defined in PCC Section 22002, Maintenance is: (1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes; (2) Minor repainting; (3) Resurfacing of streets and highways at less than one inch; (4) Landscape Maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; (5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

Micro-Purchase – a purchasing method that does not require competition for purchases that, in the aggregate, do not exceed $10,000.

Multi-Purchase Order – is a firm price agreement with a vendor for specific commodities or services for a pre-determined period of time.

Non-Competitive Source Selection Justification – a documented justification that underlines the reasons why only one source was solicited for a requirement, including that the item is only available through a single source, the purchase is being done through a cooperative purchasing agreement, the price obtained from the vendor is the same price that was offered to another public agency, the emergency for the requirement will not permit a delay from a competitive solicitation, it is a follow-on purchase, or after solicitation to a number of sources, competition was determined inadequate.

OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) (Uniform Guidance) – Federal legislation that governs the Federal financial assistance (grants and cooperative agreements) process from pre-award to close-out.

Petty Cash – Amount of City cash, kept on hand, to pay for minor or incidental expenses more particular described in ***Petty Cash Policy 20-16 (Administrative Policy)***.

Professional Services – as defined means the services of attorneys, architects, auditors, consultants, engineers, specialized printers or other individuals or firms possessing a high degree of professional, unique, specialized, or technical skill or expertise.

Purchasing Card (P-Card) – a City credit card issued to an individual by Purchasing Office to purchase Goods and Services on behalf of the City. P-Cards are also used for travel expenses.

Purchase Order (PO) – a commercial document and first official offer issued by Purchasing Office to a seller, indicating types, quantities, agreed prices for Goods and Services, and the terms and conditions of the offer.

Purchase Order Change Order or Change Order – a Purchase Order Change Order/Change Order in ERP System that is used by the department to initiate a modification to an existing Purchase Order.

Requisition – a document generated through the ERP System to notify the Purchasing Division of Goods and Services needed by a department. It is a formal authorization to purchase Goods and Services on behalf of the department.

Purchasing Office – a division within the Department of Finance responsible for ensuring compliance with the City's purchasing policies and procedures.

Request for Check/Pay Voucher – a method to purchase Goods and Services when certain types of purchases do not require a formal Purchase Order or where negotiation adds no value. Request for Check/Pay Vouchers are used for reimbursements, per-diems, travel, and miscellaneous items.

Request for Information ("RFI") - a solicitation document used to obtain general information about products, services, or suppliers. It is an information request, not binding on either the supplier or the City, and is often used prior to specific requisitions for items. The purpose of an RFI is to gain familiarity with the current market for a particular supply or service and to gather information in a formal, structured, and comparable way.

Request for Proposal ("RFP") - is a document that solicits firms to submit a proposal to perform the scope of work associated with a proposed project. Cost is not the sole basis for selection in an RFP; other qualifications including experience, turnaround time and approach to work are important factors when evaluating proposals. RFPs are project specific and preparation requires general knowledge of the project. It is expected that interested parties would do a limited amount of work to develop a quality proposal.

Request for Qualification ("RFQ") - is a document that solicits firms to submit information about their qualification and capabilities to perform the type of work associated with a proposed project. The preparation of an RFQ generally does not require specific project knowledge or scope. An RFQ may be used as a pre-qualification step to engaging a service provider. If an RFQ is required, only those candidates who successfully respond to it and meet the qualification criteria will be included in the subsequent RFP process. An RFQ will contain specific reference to selection criteria.

Requestor – a City Employee that submits Requisitions through ERP System to make purchases on behalf of the City.

Services – means general services, maintenance services, or professional services.

Staff Report – a report prepared by staff and presented to the City Council for approval of some action taken by the department.

Unauthorized Order – Unauthorized Orders are those for which a Requisition was submitted after a purchase for Goods and Services was placed with an individual's own financial resources or without a Purchase Order.

FONTANA
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GOVERNMENT FUNDED GRANT PROVISIONS

A. If this Purchase Order/Contract is funded under a U.S. Government grant the following provisions as contained in Appendix II of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (2 CFR Part 200, et al) are part of this Order. If any conflict arises between the provisions of these Government Funded Grant Provisions and any other provisions of this Purchase Order/Contract, the Government Funded Grant Provisions shall prevail.

1. Equal Employment Opportunity (E.O. 11246 as amended by E.O. 11375 and supplemented by 41 CFR part 60).

2. For construction with Federal funds: the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by 29 CFR part 5.

3. Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 29 CFR part 3).

4. Where applicable, the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by 29 CFR part 5.

5. For non-profit organizations and small business, patent rights will be governed by 37 CFR part 401,"Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements."

6. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387.), as amended.

7. Mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

8. When applicable, this Order is subject to Debarment and Suspension (E.O.s 12549 and 12689) as provided in 2 CFR part 180.

9. The BYRD Anti-Lobbying Amendment (31 U. S. C. 1352): awards of $100,000.00 or more will file the required certification.

B. Other Provisions

1. The Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall be provided with access to documents, papers and records directly pertinent to a specific program for audits, examinations, excerpts and transcriptions.

3.0 Bidding Procedure

PURPOSE

This procedure is to ensure that City Employees are purchasing Goods and Services in compliance with the City of Fontana's (the City) policies and procedures, federal, state, and local laws, while obtaining favorable pricing and terms that are most advantageous to the City.

PROCEDURE

This procedure ensures that contracts and purchases for goods and services are in compliance with all bidding requirements outlined in the ***Fontana Municipal Code (FMC) – Chapter 10 - Article V. Purchasing***, ***California Public Contract Code (PCC)***, the ***California Uniform Public Construction Cost Accounting Act (CUPCAA)***, and ***Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles competitive requirements (Uniform Guidance)***.

3.1 Purchasing Methods

The following purchasing methods must be used when acquiring Goods and Services on behalf of the City in accordance with the ***Purchasing Method and Cost Threshold Matrix***:

3.1.1 Micro-Purchase

Purchasing by the Micro-Purchase method must be used when acquiring Goods and Services when the aggregate dollar amount does not exceed $10,000. To the extent practicable, the City shall distribute Micro-Purchases equitably among qualified vendors. Micro-Purchases may be awarded without soliciting competitive quotations or proposals if the City considers the price to be fair and reasonable.

3.1.2 Small Purchase

The Small Purchase method is an Informal Competition procedure for relatively simple and informal procurements of Goods, Services, property, and Public Projects. The Small Purchase method shall be used for Goods, Services, and property when the proposed purchase amount is between $10,000 to $100,000 at fair and reasonable price. The Small Purchase method shall be used for Public Projects that are between $75,000 and $220,000.

- *Purchases of Goods and Services*. If the Small Purchase method is used, the Requestor may informally solicit three (3) competitive vendors either written or via email request for quotations or proposals for goods and services. Once the Requestor solicits at least three quotations or proposals, a ***Competitive Source Selection Justification***, documenting the rationale of the selection, must be filled out, and submitted with the Requisition for departmental and Purchasing Division approval.

- *Maintenance*. If the Small Purchase method is used for Maintenance contracts, then the appropriate solicitation type would be determined by the basis of selection. If the basis of selection is the lowest responsive and responsible bidder, then the Requestor shall use the same Informal Competition procedures as for Public Projects (***Section 3.2.2 – Informal Competition Procedures for Public Projects (contracts that exceed $75,000 but less than or equal to $220,000)***. If the basis of selection is based on an Evaluated Procurement,

then the Requestor may informally solicit three (3) competitive vendors either written or via email request for quotations or proposals for such Maintenance services.

- *Public Projects.* If the Small Purchase method is used for Public Projects, Informal Competition procedures shall be used in accordance with ***CUPCAA*** and ***Section 3.2.2***.

3.1.3 Sealed Bid

The Sealed Bid method is a formal advertisement online that is publicly solicited, and a firm fixed-price contract is awarded to the responsive and responsible bidder whose bid, conforms with all the material terms and conditions of the Invitation for Bid (IFB) and is the lowest price. This method must be used for all Public Projects that exceed $220,000. This method should also be used for Goods that exceed $100,000 for such purchases that cannot be used for the Competitive Proposal or Noncompetitive Proposal method.

- *Conditions for Sealed Bid Method.* The following conditions should be present for the Sealed Bid method to be feasible:

  1. A complete, adequate, and realistic specification or purchase description is available;
  2. Two or more responsible bidders are willing and able to compete effectively; and
  3. The purchase lends itself to a firm fixed-price contract and the selection of the successful bidder can be made based on price.

- *Requirements for Sealed Bid Method.* The following requirements shall be used for the Sealed Bid method:

  1. All IFBs for Public Works Projects must use Formal Competition procedures in accordance with ***CUPCAA*** and ***Section 3.2.3 Formal Competition Procedures for Public Projects (contracts that exceed $220,000)***;
  2. An ***Independent Cost Estimate*** or Engineer's Estimate must be developed prior to issuing the IFB;
  3. IFBs must be solicited from an adequate number of known bidders, providing sufficient response time prior to the date set for opening the bids;
  4. The IFBs, which include any specifications and pertinent attachments, must define the items or services for the bidder to properly respond;
  5. All bids will be opened at the time and place prescribed in the IFB whether opened publicly at the City or opened electronically on the city's online bid system;
  6. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder; and
  7. Any or all bids may be rejected if there is a sound documented reason.
  8. City Council shall award sealed bids.

3.1.4 Sealed Proposal

The Sealed Proposal method is a formal advertisement online, Request for Proposal (RFP), that is publicly solicited for Services, , to award either a firm fixed-price, cost-reimbursement, or time-and-materials type contract when the source selection is based on an Evaluated Procurement. The Sealed Proposal method must be used for all purchases exceeding $100,000.

- *Requirements for Sealed Proposal Method.* The following requirements shall be used for the Sealed Proposal method:

1. RFPs must be publicized online and identify all evaluation factors and their relative importance. Any response to publicized RFPs must be considered to the maximum extent practical;

2. Proposals must be solicited from an adequate number of qualified vendors;

3. An ***Independent Cost Estimate*** must be used for all purchases that exceed $100,000;

4. An Evaluation Committee must be established for all purchases that exceed $100,000 of at least three individuals. The Evaluation Committee must have a written method for conducting technical evaluations of the proposals received and for selecting the successful vendor;

5. Contracts must be awarded to the responsible vendor whose proposal is most advantageous to the City, with price and other factors considered; and

6. The City may use the Qualified Proposal method for Qualifications-Based Selection (QBS) of Architectural/Engineering (A/E) Professional Services whereby vendors' qualifications are evaluated and the most qualified vendor is selected, subject to negotiation of a fair and reasonable price. The method, where price is not used as a selection factor, can only be used in procurement of A/E Professional Services. QBS cannot be used to purchase other types of services through A/E vendors as a potential source to perform the proposed service.

7. City Council shall award sealed proposals.

3.1.5 Non-Competitive Proposal

The Non-Competitive Proposal method may be used only when one or more of the following circumstances apply:

- *Single Source/Sole Source.* No competitive advantage would be gained from competitive pricing, such as when equipment, goods, materials, supplies, personal property, or services are unique and are only available from one source;

- *Cooperative Purchasing Agreement.* The product or service required is being purchased under a cooperative purchasing agreement;

- *Same Price Purchased by Another Public Agency*. The product or service required was awarded a bid by another public agency that has purchasing procedures substantially similar to those that the City would have been required to use, and the vendor offers the same or better price(s) to the City that it offered to the other agency;

- Unique Services. Services from Attorneys, Entertainers, Music Artists, Amusement Party Rentals, Medical Professionals, Storage Facilities, Class Instructors, Counseling, and Motivational Speakers.

- *Emergency.* The product or service required is due to an emergency, determined by the City Manager, which could not have been anticipated and critical need precludes any form of competition. (Purchases more than $100,000 must be presented at the next regular City Council meeting for ratification by the City Council. Please attach supporting documentation and approval from City Manager); and

- *Bidding impractical*. When the City Council determines by that bidding would be impractical, inefficient, or otherwise not in the best interest of the City, provided that the City Council shall state the basis for its determination in the resolution.

- *Budgeted non-commodity items*. Budgeted non-commodity items such as debt service payments, deposits, dues, insurance premiums, legal advertising, memberships, publications, self-insurance claim payments, benefits services provider, seminar registration, subscriptions and travel expenses.

- *Real property*. Real property purchases and leases, utility services and related charges, work or services performed by another public agency.

- *Other Circumstances.* The following circumstances permit the use of the Non-Competitive Proposal method and shall be documented in the Non-Competitive Source Selection Justification:

    1. A purchase that is a follow-on procurement, where the non-competitive purchase is placed with an incumbent vendor, either by a separate new contract or by a supplemental contract, to continue or augment a City program to maintain continuity of that program, where such placement was necessitated by prior procurement decisions;

    2. A purchase under a grant where the awarding agency expressly authorizes the Non-competitive Proposal method in response to a written request from the City;

    3. After solicitation of several vendors, competition is determined inadequate;

    4. When the Design-Build project delivery method is used; and

    5. For renewable energy and energy efficiency projects.

3.1.6 Exceptions

Competitive bidding is not required for procurement of professional services that advise in financial or legal matters if such persons are specially trained, experienced, and competent to perform the professional services required. Such services often:

1. Require specialized expertise and professional judgment; and
2. Are based on qualifications, reputation, and experience.

In these instances, the City may proceed with direct negotiations for these services.

3.2 Bidding Procedures for Public Projects

The following bidding procedures apply to all Public Projects and are in compliance with ***PCC***, ***CUPCAA***, and ***Uniform Guidance***.

3.2.1 Public Works Projects $75,000 or less

Public Projects with an estimated cost of $75,000 or less may be performed by City Employees by force account or else may be awarded by negotiated contract or by purchase order without competitive bidding.

3.2.2 Informal Competition Procedures for Public Projects (contracts that exceed $75,000 but less than or equal to $220,000)

Public Projects that exceed $75,000 but less than or equal to $220,000 shall be solicited in accordance with the CUPCAA Cost Accounting Policies and Procedures Manual, including the following:

1. IFBs are to be sent via online bid system to the trade journals specified by the Commission:

    The IFB must be published in each of the following two trade journals:

Construction Bidboard (eBidboard) 11662 El Camino Real San Diego, CA 92130 Phone: 800-479-5314 E-mail: support@ebidboard.com Website: www.ebidboard.com	**Dodge Data & Analytics** 830 Third Avenue, 6th Floor New York, NY 10022 Phone: 877-784-9556 E-mail: support@construction.com Website: www.construction.com

The IFB must be published in at least two of the following three trade journals:

Southern California Builders Association 732 N. Diamond Bar Blvd, @224 Diamond Bar, CA 91765 Phone: 909-396-1451 E-mail: scba@socalbuilders.org Website: www.socalbuilders.org	**BidAmerica** 41085 Elm Street Murrieta, CA 92562 Phone: 909-677-4819 E-mail: support@bidamerica.com Website: www.bidamerica.com

Associated General Contractors of America San Diego Chapter, Inc. 6212 Ferris Square San Diego, CA 92121 Phone : 858-558-7444 E-mail : planroom@agcsd.org Website : www.agcsd.org

2. The IFB must be sent ten (10) days before the bids are due;

3. Bidders must send all required bid documents, including all applicable certifications and Bid Bonds; and

4. The award must go to the lowest responsive and responsible bidder.

3.2.3 Formal Competition Procedures for Public Projects (contracts that exceed $220,000)

Public Projects that exceed $220,000 shall be solicited in accordance with the CUPCAA Cost Accounting Policies and Procedures Manual, including the following:

1. IFBs are prepared with general terms with a time and place to submit bids;

2. IFBs must be published at least 14 calendar days before the date of opening the bids in a newspaper printed and published in the jurisdiction of the City.; and

3. IFBs must be sent electronically to all construction trade journals specified by the Commission pursuant to ***PCC Section 22036*** at least 15 calendar days before the date of opening the bids.

3.3 Surety Bond Requirements

Surety Bonds, including Bid Bonds, Performance Bonds, and Payment Bonds are established to protect the best interests of the City. All Surety Bond requirements must be stated in all solicitations, if required, and the City, at its discretion, may waive the requirement for Surety Bonds subject to compliance with state and federal laws.

3.3.1 Public Projects

All Public Projects that exceed $75,000 require the following Surety Bonds:

1. Bid Bond equal to ten percent (10%) of the bid price;
2. Performance Bond equal to one hundred percent (100%) of the bid price; and
3. Payment Bond equal to one hundred percent (100%) of the bid price.

3.3.2 Non-Public Projects

Surety Bonds may be required for Non-Public Projects as determined by the City Manager, City Attorney, Risk Manager and/or the Department Head. All Maintenance contracts that exceed $25,000 may require the following Surety Bonds:

1. Bid Bond equal to ten percent (10%) of the bid price (*The Bid Bond only applies if the basis of selection is the lowest responsive and responsible bidder by using the Sealed Bid method. The Bid Bond would not be required if the basis of selection is based on an Evaluated Procurement by using the Competitive Proposal or Non-Competitive Proposal methods*);

2. Performance Bond equal to one hundred percent (100%) of the proposed price; and

3. Payment Bond equal to one hundred percent (100%) of the proposed price.

3.4 Licensing

3.4.1 City Business License Requirements

All vendors that perform Services, or Public Project work are required to obtain a City Business License upon award of a contract if the following applies:

1. The vendor has a place of business in the City;
2. The vendor will perform services within the City; or
3. The vendor performs services with other businesses or customers within the City;

3.4.2 Contractor License Requirements

• *Solicitations and Contracts*. All solicitations and plans for Public Projects or Maintenance Services (if applicable) must specify the classification of the contractor's license requirements. The vendors must include their license numbers in the construction contract, subcontracts, solicitations for subcontracts, and advertisements for bids.

• *Failure to Have Contractor's License.* A bid submitted by a vendor for a Public Project who is not properly licensed must be considered nonresponsive and be rejected by the City. However, if a bid submitted by a vendor is not properly licensed for contracts funded fully or partially by a federal agency, the bid does not become invalid, but the vendor must be properly licensed at the time the contract is awarded.

• *Verification of Contractor's License.* Except for contracts fully or partially funded by a federal agency, the City must verify that the contractor was properly licensed at the time it submitted its bid, before awarding a contract or before issuing a purchase order.

3.5 Local Business Preference

Businesses within the City may take advantage of the City's local business preference for City contracts in accordance with ***FMC 10-151***. The local business preference in awarding contracts does not apply to Public Projects, emergencies, or contracts that are funded by a federal award.

3.5.1 Qualified Local Businesses

To be a Qualified Local Business the vendor must satisfies the following:

1. It has maintained its primary office, distribution point or place of business within the City;

2. It has secured all necessary licenses to conduct business in the City and it has paid all fees and taxes

imposed by the City;

3. It meets all other qualifications required to perform the contract for which its bid has been submitted.

ROLES AND RESPONSIBILITIES

City Manager

All purchases and contracts for goods and services are under the control and direction of the City Manager.

Chief Financial Officer

The Chief Financial Officer of Finance is responsible for recommending policy changes and updates to establish and maintain compliance with government laws and to oversee the competitive procurement process while ensuring appropriate stewardship of the City's assets.

Department Heads

Department Heads are responsible for holding their City Employees accountable for the purchasing activities they make on behalf of the City and to ensure that they comply with all purchasing policies and procedures.

Purchasing Manager

Purchasing Manager is responsible for ensuring that all solicitations for goods and services are conducted in a manner that provides full and open competition; assisting Department Heads and Requestors with selecting the appropriate solicitation types; and facilitating the administration of solicitations and contracts for goods and services.

Requestor

The Requestor must ensure to provide the Purchasing Division with detailed information regarding the solicitation within a reasonable time prior to advertising. The Requestor shall include detailed information, including the name of the project, the due date of the solicitation, project duration or contract period, any required licenses or certifications, a detailed scope of work, a list of detailed items or equipment, and detailed specifications and requirements.

DEFINITIONS

As used in this procedure:

Bid Bond – a Surety Bond issued by a vendor to the City, to provide guarantee, that the lowest responsive and responsible bidder will undertake the contract under the terms and conditions at which the vendor submitted its bid.

California Public Contract Code (PCC) – State of California Statutes that clarify laws regarding the public competitive bidding requirements to eliminate favoritism, fraud, and corruption in the awarding of public contracts.

California Uniform Public Construction Cost Accounting Act (CUPCAA) – The Uniform Public Construction Cost Accounting Act (Act), enacted in 1983 under Public Contract Code section 22000 et seq., allows local agencies to perform Public Project work of up to $75,000 with their own workforces if the agencies elect to follow the cost accounting procedures set forth in the Cost Accounting Policies and Procedures Manual by the California Uniform Construction Cost Accounting Commission.

City Employee – a person employed by the City that earns a wage or salary, including elected officials, non-elected officials, executive staff, and non-executive staff.

Sealed Proposal – a purchasing method by Request for Proposals (RFP) (publicized online, identify all evaluation factors, etc.) from an adequate number of qualified sources with a written method for conducting technical evaluations and for selecting recipients; qualifications-based procurement for architectural/engineering services and professional service agreements.

Competitive Source Selection Justification – a summary of all the quotes or proposals received for a specific requirement and the rationale behind the selection of a successful vendor.

Design-Build – a project delivery method used in the construction industry where the City would solicit a Design-Build Team, which consists of a general contractor that will provide construction management and construction for a project that subcontracts an architectural/engineering firm to perform the design portion of the project.

Evaluated Procurement – An award based on evaluated criteria other than the lowest price.

Formal Competition – A formal solicitation, including Request for Information (RFI), Invitation for Bids (IFB), Request for Qualifications (RFQ), and Request for Proposals (RFP) that is publicly advertised.

General Services - mean furnishing of labor, time, or effort by a contractor for non-professional services as the City may, from time to time, find necessary and proper for the functioning of the City. Examples include, but are not limited to, janitorial, uniform cleaning, maintenance and other services which do not require any unique skill, special background or training.

Goods – mean any and all supplies, materials, articles, equipment, apparatus, vehicles, things, or property, other than real property, furnished to be used by the City.

Informal Competition – An informal solicitation to vendors either written or by email for a Quote, Request for Qualifications (RFQ) or Request for Proposal (RFP).

Independent Cost Estimate – Documentation, in an organized effort, to gather cost and pricing data for targeted markets. Market research is used to support the Independent Cost Estimate.

Instructional Services –services provided by an individual with the necessary credentials to teach specific classes to the City of Fontana residents.

Local Business Preference Application – a City application form for vendors to participate in the local business preference program to submit a Preference Bid.

Maintenance Services– mean the furnishing of labor, time, or effort by a vendor, including but not limited to: (1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes; (2) Minor repainting; (3) Resurfacing of streets and highways at less than one inch; (4) Landscape Maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; (5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

Micro-Purchase – a purchasing method that does not require competition for purchases that, in the aggregate, do not exceed $10,000.

Non-Competitive Proposal – a purchasing method by soliciting only one source and may be used only when one or more of the following circumstances apply: (1) Single or sole source; (2) Cooperative purchasing agreement; (3) Same price purchased by another public agency for the same product or service; (4) Emergency determined by the City Manager; and (5) Other reasons that can be justified depending upon the nature of the purchase.

Non-Competitive Source Selection Justification – A documented justification that underlines the reasons why only one source was solicited for a requirement, including that the item is only available through a single source, the

purchase is being done through a cooperative purchasing agreement, the price obtained from the vendor is the same price that was offered to another public agency, the emergency for the requirement will not permit a delay from a competitive solicitation, it is a follow-on purchase, or after solicitation to a number of sources, competition was determined inadequate.

Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) (Uniform Guidance) – Federal legislation that governs the federal financial assistance (grants and cooperative agreements) process from pre-award to close-out.

Payment Bond – a Surety Bond issued by a vendor to the City, to provide guarantee, that its subcontractors and material suppliers on a project will be paid, including labor and material bonds.

Performance Bond – a Surety Bond issued by a vendor to the City, to provide guarantee, that the vendor will complete a project that is acceptable to the City.

Online Bid System – a software/license package used by the City that includes a comprehensive e-procurement tool to facilitate the solicitation and contracting process for the City.

Preference Bid – the amount of the bid computed after reducing the original bid by a factor equal to as much as five percent (1%) of the original bid amount.

Professional Services – as defined means the services of attorneys, architects, auditors, consultants, engineers, specialized printers or other individuals or firms possessing a high degree of professional, unique, specialized, or technical skill or expertise.

Public Project or Public Works Project – as defined in ***PCC Section 22002***, a Public Project/Public Works Project is: (1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility; (2) Painting or repainting of any publicly owned, leased, or operated facility; (3) In the case of a publicly owned utility system, "Public Project/Public Works Project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

Purchasing Method and Cost Threshold Matrix – a guide created to help City Employees with their purchasing and contracting needs for goods and services.

Qualifications-Based Selection (QBS) – a basis of a competitive selection of architectural and engineering services under which the highest qualified professional or firm is selected based on qualifications, including knowledge, skill, experience, and other project-specific factors, rather than solely on price.

Qualified Local Business – a business which applies for local business preference and satisfies all requirements.

Requestor – a City Employee that submits Requisitions through Munis to make purchases on behalf of the City.

Request for Information ("RFI") - a solicitation document used to obtain general information about products, services, or suppliers. It is an information request, not binding on either the supplier or the City, and is often used prior to specific requisitions for items. The purpose of an RFI is to gain familiarity with the current market for a particular supply or service and to gather information in a formal, structured, and comparable way.

Request for Proposal ("RFP") - is a document that solicits firms to submit a proposal to perform the scope of work associated with a proposed project. Cost is not the sole basis for selection in an RFP; other qualifications including experience, turnaround time and approach to work are important factors when evaluating proposals. RFPs are project specific and preparation requires general knowledge of the project. It is expected that interested parties would do a limited amount of work to develop a quality proposal.

Request for Qualification ("RFQ") - is a document that solicits firms to submit information about their qualification and capabilities to perform the type of work associated with a proposed project. The preparation of an RFQ generally

does not require specific project knowledge or scope. An RFQ may be used as a pre-qualification step to engaging a service provider. If an RFQ is required, only those candidates who successfully respond to it and meet the qualification criteria will be included in the subsequent RFP process. An RFQ will contain specific reference to selection criteria.

Sealed Bid – a purchasing method by Sealed Bids (formal advertising). Bids are publicly solicited, and a firm fixed-price contract (lump sum or unit price) is awarded to the lowest responsible bidder whose bid conforms with all the material terms and conditions of the Invitation for Bid (IFB).

Services – means general services, maintenance services, or professional services.

Small Purchase – a purchasing method that is simple and informal that requires competition, including written price or rate quotations from at least 3 sources.

Surety Bond – a Surety Bond serves the purpose of guaranteeing the vendor's performance of a contract for a Public Project

Purchasing Method and Cost Threshold Matrix

PURCHASING METHOD	NON-PUBLIC WORKS	PUBLIC WORKS
Micro-Purchase	≤$10,000	≤$75,000
Small Purchase	Use when between $10,000 to $100,000	Use when between $75,000 to $220,000
Sealed Bid (IFB)	Use when greater than $100,000	Use when greater than $220,000
Sealed Proposal/Qualification (RFP/RFQ)	Use when greater than $100,000	Does not apply to Public Projects
Non-Competitive Proposal	Use when greater than $10,000	Only use for Public Project emergencies

Micro-Purchase

- a purchasing method that does not require competition for purchases that, in the aggregate, do not exceed $10,000
- required by the Federal Acquisition Regulation (FAR) and Office of Management and Budget (OMB) Uniform Guidance for purchases less than the Micro-Purchase Threshold (MPT) (currently set at $10,000)

Small Purchase

- a purchasing method that is simple and informal that requires competition, including written price or rate quotations from at least 3 sources or provide justification
- required by FAR and OMB Uniform Guidance for purchases that exceed the MPT but are less than the Simplified Acquisition Threshold (SAT) (currently set at $250,000)

Sealed Bid

- purchasing by Sealed Bids (formal advertising online / Public Projects online and newspaper). Bids are publicly solicited, and a firm fixed-price contract (lump sum or unit price) is awarded to the lowest responsible bidder whose bid conforms with all the material terms and conditions of the Invitation for Bid (IFB).

Sealed Proposal/Qualification

- a purchasing method by Request for Proposals/Qualifications (RFP/RFQ) (publicized online, identify all evaluation factors, etc.) from an adequate number of qualified sources with a written method for conducting technical evaluations and for selecting recipients; qualifications may be-based procurement for architectural/engineering services and professional service agreements.

Noncompetitive Proposal

- purchasing method by soliciting only one source and may be used only when one or more of the following circumstances apply:
  - single or sole source
  - cooperative purchasing agreement
  - same price purchased by another public agency for the same product or service
  - entertainer, music artists, class instructor, counseling, and motivational speaker
  - emergency determined by the City Manager

4.0 Prevailing Wages Policy

PURPOSE

This policy is to provide guidance to City Employees to ensure that the City of Fontana (the City) is compliant with all federal, state, and local Prevailing Wage Laws.

POLICY

This policy ensures that contracts and purchases for goods and services are compliant with all Prevailing Wage Laws in accordance with ***California Public Contract Code (PCC)***, ***California Uniform Public Construction Cost Accounting Act (CUPCAA)***, ***California Labor Code (LAB)***, and ***Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles competitive requirements (Uniform Guidance)***.

4.1 General Requirements

The State labor law requires payment of Prevailing Wages on "Public Works" contracts that exceed $1,000. The ***LAB*** defines "Public Works" differently than the ***PCC*** and ***CUPCAA***. There may be circumstances in which public bidding or other statutory Public Works requirements are not required but payment of Prevailing Wages is required. Regardless if a Public Works contract is publicly solicited or not, the City's contracts require all contractors and its subcontractors to pay Prevailing Wages and maintain certified payroll records evidencing such payment of Prevailing Wages.

4.1.1 Bidding

All contractors and subcontractors must be registered with the ***California Department of Industrial Relations (DIR)*** before bidding on, being listed on a bid for, or performing any work on a Public Works contract. If a contractor and its subcontractors are not registered with the DIR when the prime contractor submits its bid, then the City must reject the bid as nonresponsive. The DIR registration requirement does not apply to the following:

1. A Public Works contract of $25,000 or less when the work is for construction, alteration, demolition, installation, or repair work; or

2. Work performed on a Public Works contract of $15,000 or less when the contract is for Maintenance.

4.1.2 Awarding

The City must provide notice to DIR within thirty (30) days of award and failure to do so will result in a civil penalty of $100 per day, not to exceed $10,000. The City must register public works projects with DIR within 3 days of awarding the contract for the following Public Works contracts:

1. A Public Works contract of $25,000 or more when the work is for construction, alteration, demolition, installation, or repair work; or

2. Work performed on a Public Works contract of $15,000 or more when the contract is for Maintenance.

4.2 Applicability of Prevailing Wages

Public and private projects that are paid for in whole or in part out of public funds are subject to Prevailing Wages. Prevailing Wages do not apply to work performed by the City's employees with its on forces. Since the definition of "Public Works" is very broad, the ***Prevailing Wage Decision Tree*** and the following should assist City Employees with determining the applicability of Prevailing Wages.

4.2.1 "Public Works"

As defined in ***LAB***, Public Works includes the following:

1. Construction, alteration, demolition, installation, repair, or maintenance work done under contract and paid for in whole or in part out of public funds, and tree removal work done in the execution of any such work (construction includes work performed during the design and preconstruction phases of construction, including but not limited to inspection and land surveyors' work, as well as post-construction phases of construction, including but not limited to all cleanup work at the jobsite);

2. Work done for certain special districts (e.g., irrigation, utility, reclamation, and improvement districts);

3. Street, sewer, or other improvement work done under the direction and supervision or by the authority of any charter or general law city;

4. The laying of carpet paid for out of public funds;

5. Public transportation demonstration projects;

6. Hauling refuse from a Public Works site to an outside disposal location;

7. Hauling and delivery of ready-mixed concrete to carry out a Public Works contract; and

8. Maintenance which is defined as the following:

    - Routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired.

    - Carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve the publicly owned or publicly operated facility in a safe, efficient and continuously usable condition for which it was intended, including repairs, cleaning and other operations on machinery and other equipment permanently attached to the building or realty as fixtures.

    - Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and services of irrigation and sprinkler systems.

Exceptions to the "Public Works" definition which are excluded from Prevailing Wages are the following:

1. Janitorial or custodial services of a routine, recurring or usual nature;

2. Protection of the sort provided by guards, watchmen, or other security forces; and

3. Landscape maintenance work by "sheltered workshops."

4.2.2 Paid in Whole or Part with Public Funds

Prevailing Wages may apply to projects done under contract, even otherwise private projects, when the City pays money or its equivalent, performs construction work, transfers assets for less than their market price, pays project costs (such as bond costs), makes credits, reduces or waives fees, or permits repayment on a contingent basis. The definition of paid for in whole or in part out of public funds excludes certain construction or rehabilitation of affordable housing units for low- or moderate-income people. As defined in ***LAB***, "paid for in whole or in part out of public funds" includes the following:

1. Payment of money or the equivalent by a public agency to or on behalf of the Public Works contractor, subcontractor, or developer;

2. Performance of construction work in execution of the project;

3. Transfer of an asset of value for less than the fair market price;

4. Fees, costs, rents, insurance or bond premiums, loans, interest rates, or other obligations normally required in the execution of the contract that are paid, reduced, charged at less than fair market value, waived, or forgiven;

5. Money loaned by the state to be repaid on a contingent basis; or

6. Credits that are applied against repayment obligations.

4.2.3 Exemptions

An exemption from Prevailing Wages is for the following circumstances:

1. Private residential projects on private property that are not built according to an agreement with the City or any other public agency;

2. When the City requires a private developer to perform construction, alteration, demolition, installation, or repair work on a Public Work of improvement as a condition of regulatory approval of an otherwise private project, and the City contributes no more money or its equivalent than required to perform the public improvement work, and the City maintains no proprietary interest in the overall project, Prevailing Wage requirements apply only to the public improvement work;

3. Public agency reimbursements to private developers for costs normally allowed by the public, or direct or indirect public subsidies to a private development project that are de minimis in the context of the project, do not in themselves make an otherwise private development project subject of Prevailing Wages; and

4. Construction or rehabilitation of privately owned residential projects that meet certain specified conditions are also exempt from Prevailing Wages.

4.3 Federal Requirements and Davis-Bacon Act

In accordance with the ***Uniform Guidance***, all construction contracts awarded by the City as a Prime Recipient or a Subrecipient of more than $2,000 must include a provision for compliance with the Davis-Bacon Act (40 USC 3141 et seq.), and as supplemented by Department of Labor regulations. (29 CFR pt 5).

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4.4 Conflicting Provisions

The City is not exempt from complying with existing State Public Works requirements when expending federal funds. However, unless a federal requirement conflicts with a state requirement, the City will be required to comply with both requirements. For example:

1. If a contract is subject to both the Davis-Bacon Act and State Prevailing Wage Laws, then the contractor will be required to pay the higher of the two wages. However, the Davis-Bacon Act might not apply to a particular federally funded contract, but the City will still be required to comply with State Prevailing Wage Laws.

ROLES AND RESPONSIBILITIES

City Manager

All purchases and contracts for goods and services are under the control and direction of the City Manager.

Chief Financial Officer

The Chief Financial Officer is responsible for recommending policy changes and updates to establish and maintain compliance with government laws and to oversee the procurement process while ensuring appropriate stewardship of the City's assets.

Department Heads

Department Heads are responsible for holding their employees accountable for reporting Public Works contracts to the DIR to ensure compliance with Prevailing Wage Laws.

Purchasing Manager

Purchasing Manager is responsible for ensuring that all solicitations for goods and services are conducted in a manner that provides full and open competition and in compliance with Prevailing Wage Laws; assisting Department Heads and City Employees with selecting the appropriate solicitation types; and facilitating the administration of solicitations and contracts for goods and services.

Departments/City Employees

The Departments/City Employees must ensure to provide the Purchasing Divisionwith detailed information regarding the scope of work to assist in the determination whether a particular project is subject to Prevailing Wages or not. Once the determination has been decided and a contract is awarded, the Department/City Employee is responsible for registering the project with the DIR within thirty (30) days of award.

DEFINITIONS

As used in this policy:

California Department of Industrial Regulations (DIR) – a state agency that enforces and codifies California Labor Statutes.

California Labor Code (LAB) – State of California statutes that clarify laws regarding labor laws.

California Public Contract Code (PCC) – State of California Statutes that clarify laws regarding the public competitive bidding requirements to eliminate favoritism, fraud, and corruption in the awarding of public contracts.

California Uniform Public Construction Cost Accounting Act (CUPCAA) – the Uniform Public Construction Cost Accounting Act (Act), enacted in 1983 under Public Contract Code section 22000 et seq., allows local agencies to perform public project work of up to $75,000 with their own workforces if the agencies elect to follow the cost

accounting procedures set forth in the Cost Accounting Policies and Procedures Manual by the California Uniform Construction Cost Accounting Commission.

City Employee – a person employed by the City that earns a wage or salary, including elected officials, non-elected officials, executive staff, and non-executive staff.

Davis-Bacon Act – a Prevailing Wage Law imposed by the federal government on federal awards that requires contractors and subcontractors to pay local Prevailing Wages on Public Works projects more than $2,000.

Maintenance – as defined in ***LAB***, Maintenance includes the following: (1) Routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired; (2) Carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve the publicly owned or publicly operated facility in a safe, efficient and continuously usable condition for which it was intended, including repairs, cleaning and other operations on machinery and other equipment permanently attached to the building or realty as fixtures; and (3) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and services of irrigation and sprinkler systems.

Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) (Uniform Guidance) – Federal legislation that governs the federal financial assistance (grants and cooperative agreements) process from pre-award to close-out.

Prevailing Wages – hourly wages, benefits and overtime required to pay the labor force under the performance of a government contract for Public Works.

Prevailing Wage Laws – State and federal statutes that require contractors and subcontractors to pay Prevailing Wages.

Prevailing Wage Decision Tree – a guide for departments to use when deciding if Prevailing Wages would apply to a particular project or scope of work.

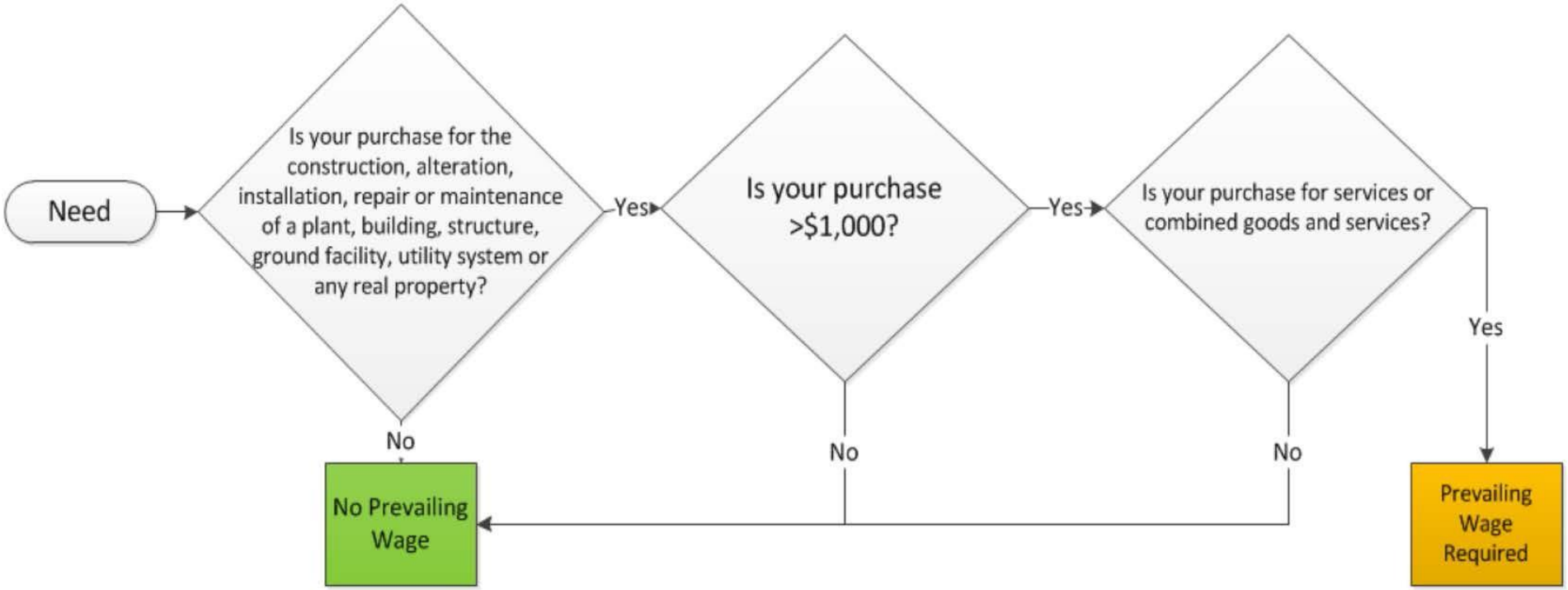
Prime Recipient – a non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.

Public Works – as defined in ***LAB***, Public Works includes the following: (1) Construction, alteration, demolition, installation, repair, or maintenance work done under contract and paid for in whole or in part out of public funds, and tree removal work done in the execution of any such work (construction includes work performed during the design and preconstruction phases of construction, including but not limited to inspection and land surveyors' work, as well as post-construction phases of construction, including but not limited to all cleanup work at the jobsite); (2) Work done for certain special districts (e.g., irrigation, utility, reclamation, and improvement districts); (3) Street, sewer, or other improvement work done under the direction and supervision or by the authority of any charter or general law city; (4) The laying of carpet paid for out of public funds; (5) Public transportation demonstration projects; (6) Hauling refuse from a Public Works site to an outside disposal location; (7) Hauling and delivery of ready-mixed concrete to carry out a Public Works contract; and (8) Maintenance.

PWC-100 Form – a form that fulfills the required Public Works project award notification as required by ***LAB*** sec. (replacing former DAS-13 notification) and 8 Cal. Code Reg. sec. 16451(a).

Subrecipient – a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program.

Prevailing Wage Decision Tree



Exceptions

- Janitorial or custodial services of a routine, recurring or usual nature;
- Protection of the sort provided by guards, watchmen, or other security forces; and
- Landscape maintenance work by "sheltered workshops" where "sheltered workshops" are nonprofit organizations licensed by the Division of Labor Standards Enforcement (DLSE) employing mentally and/or physically handicapped workers.

5.0 City Contract Policy

PURPOSE

This policy is to ensure that City Employees are using the appropriate City Contract Templates in compliance with the City of Fontana's (the City) policies and procedures, federal, state, and local laws, and to provide guidance when selecting the appropriate contract template for goods and services.

POLICY

The City's Attorney has developed several City Contract Templates for City Employees to use when acquiring goods and services for different types of contracts, including Public Projects, Professional Services, Instructional Services, and Special Events. The City Contract Templates define the parties' responsibilities and terms and conditions that govern each contract.

5.1 City Contract Templates

The City Contract Templates must be used when entering into an agreement with a vendor, consultant, or contractor to provide goods and services to the City. Anytime a vendor, consultant, or contractor takes exceptions to the terms and conditions, the Purchasing Manager must be notified, and the City Attorney must review and approve prior to obtaining the Department Head, Deputy City Manager, and City Manager's signature. All City Contract Templates can be found on the Purchasing's CityNet intranet page.

5.2 Exceptions to City Contract Templates

City Employees must always use the City Contract Templates. However, there may be some circumstances where the City Contract Templates do not fit the purpose for a specific type of good or service.

5.2.1 Contracts for Goods and Services

The following goods and services are examples of when the City Contract Templates may not be the appropriate contract type: equipment leases/purchases, software licenses/renewals, software maintenance agreements, contracts with financial institutions, and complex construction contracts. Vendors that provide such goods and services require the City to agree to their terms and conditions. In these circumstances, the City Employee must notify the Purchasing Manager to assist in reviewing the terms and conditions to minimize the risk to the City. Prior to obtaining the Department Head, Deputy City Manager, and City Manager's signature, the City Attorney must review and approve all contracts when the City Contract Templates are not used.

5.2.2 Other Contractual Agreements

The City enters into many other contractual agreements other than goods and services for which the above City Contract Templates would not be appropriate, including multi-agency agreements with other public agencies, cooperative agreements, memorandums of understanding, easement acquisitions, right-of-way contracts, fiduciary agreements, bond purchasing agreements, development agreements, grants, and subawards.

5.2.3 Agreement Amendments

Amendments to agreements that pertain to, but not limited to scope, pricing, or other factors, should be reviewed

by the Purchasing Manager or designee for review and approval of contract modifications to ensure the proposed modifications are within the scope and terms.

ROLES AND RESPONSIBILITIES

City Manager

All purchases and contracts for goods and services are under the control and direction of the City Manager.

Chief Financial Officer

The Chief Financial Officer is responsible for recommending policy changes and updates to establish and maintain compliance with government laws and to oversee the competitive procurement process while ensuring appropriate stewardship of the City's assets.

Department Heads

Department Heads are responsible for holding their employees accountable for the purchasing activities they make on behalf of the City and to ensure that they comply with all purchasing policies and procedures.

Purchasing Manager

Purchasing Manager is responsible for assisting departments with selecting the appropriate contract template, assisting with negotiating contracts to mitigate risk to the City, and to facilitate the contracting process to ensure compliance with the City's policies and procedures.

City Employees

City Employees who acquire goods and services on behalf of the City must ensure that they use the appropriate City Contract Templates, seek assistance from the Purchasing Manager when necessary, and ensure all purchasing decisions are in compliance with the City's policies and procedures.

DEFINITIONS

As used in this policy:

City Attorney – the attorney selected to represent the City of Fontana.

City Contract Templates – contract templates that are either developed or approved by the City Attorney.

City Employee – a person employed by the City that earns a wage or salary, including elected officials, non-elected officials, executive staff, and non-executive staff.

Instructional Services –services provided by an individual with the necessary credentials to teach specific classes to the City of Fontana residents.

Professional Services –means the services of attorneys, architects, auditors, consultants, engineers, specialized printers or other individuals or firms possessing a high degree of professional, unique, specialized, or technical skill or expertise. "Professional services" also means Maintenance work.

Public Project/Public Works Project – as defined in ***PCC Section 22002***, a Public Project/Public Works Project is: (1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility; (2) Painting or repainting of any publicly owned, leased, or operated facility; (3) In the case of a publicly owned utility system, "Public Project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

Special Events – performing arts or other special events that take place on City property.

6.0 Federal Emergency and Grant Procurement Procedures

PURPOSE

The purpose of these Federal Emergency and Grant Procurement Procedures is to define the practices and policies governing the procurement of public works projects, services, and goods (i) in preparation of, during, and after an emergency that may be subject to federal funding or reimbursement; (ii) when using federal grant funds subject to the regulations set forth in the following sentence.

POLICY

These Federal Emergency and Grant Procurement Procedures are compliant with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance").

6.1 Federally Declared Emergencies and Federal Grants; Procurement and Contracting Requirements

6.1.1 In the event of an emergency declared by the President of the United States, the City must comply with Federal procurement standards as a condition of receiving public assistance funding from the Federal Emergency Management Agency (FEMA) for contract costs for eligible work. FEMA funding is governed by the Uniform Guidance.

6.1.2 In addition, most federal grant funding is also subject to the Uniform Guidance. Federal grant compliance requires the grantee to conduct procurements in accordance with written procurement policies and procedures that comply with the requirements set forth in the Uniform Guidance. These procurement procedures shall be complied with in connection with utilization of federal grant funding by the City, in addition to any other specific grant requirements.

6.1.3 These procedures are in addition to and are not intended to replace or supersede the City's other procurement requirements in this Policy or state law. In the case of a conflict between these procedures, the more stringent requirement shall govern, provided that the more stringent requirement would not violate a federal procurement requirement. In such case, for federally funded contracts, the federal requirement shall govern.

6.2 Conflicts of Interest

6.2.1 Standards of Conduct for Conflicts of Interest. No City Employee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: City Employees; any member of their immediate family; their partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. City Employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Such a conflict will not arise where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. City Employees must follow applicable laws, rules, and regulations in regard to conflicts of interest including, but not limited to, the Political Reform Act, the prohibition against contractual conflicts of interest, and guidelines in the California Code of Regulations regarding acceptance of gifts.

6.2.2 Violations. Disciplinary actions to be applied for violations of the above standards are as follows:

(1) The violation of these standards of conduct by City Employees will subject the violator to any disciplinary proceedings or action deemed appropriate by the City Manager. City Employees may correct a violation in any manner provided for under the Political Reform Act, and its implementing regulations.

(2) The violation of any of these standards of conduct by City Employees will require correction of the violation in any manner provided for under the Political Reform Act, and its implementing regulations.

(3) Contractors or subcontractors that violate these standards of conduct as relates to an active federally-funded procurement may be prohibited from bidding on the procurement, or may be subject to other action as deemed appropriate by the City Manager.

(4) Agents of the City that violate these standards of conduct as relates to federally-funded procurements may be prohibited from participation on behalf of the City on federally funded projects, or subject to other action as deemed appropriate by the City Manager.

6.3 Procurement Standards

6.3.1 Oversight. The City shall maintain administrative oversight of contractors to ensure that contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.

6.3.2 Economical Approach. The City must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. The City will enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. If feasible and it reduces project costs, the City will explore using federal excess and surplus property in lieu of purchasing new equipment and property. When appropriate, the City will investigate using value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

6.3.3 Detailed Records. The City shall maintain records sufficient to detail the history of each procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

6.3.4 Procurement Issues. The City alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes and claims. Protest procedures or information on obtaining the procedures shall be included in the procurement documents.

6.4 Competition

6.4.1 Full and Open Competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;
(2) Requiring unnecessary experience and excessive bonding;
(3) Noncompetitive pricing practices between firms or between affiliated companies;
(4) Noncompetitive contracts to consultants that are on retainer contracts;
(5) Organizational conflicts of interest, as further detailed herein;
(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
(7) Any arbitrary action in the procurement process.

6.4.2 Organizational Conflicts of Interest. An unfair competitive advantage could result if a contractor were allowed to submit a bid or proposal for work described in a specification or statement of work that the contractor itself developed. For the purpose of eliminating a potential unfair competitive advantage, and in compliance with applicable state and federal laws and regulations, a contractor that develops or assists in developing specifications, requirements, statements of work, invitation for bids, and/or request for proposals for City procurement is excluded from competing for the resultant procurement, unless an appropriate waiver is issued by the City. All waivers will be assessed by the City on a case-by-case basis.

6.4.3 Geographical Preference. The City shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

6.4.4 Procurement Transactions. The City shall require the following information for procurement transactions:

(1) A clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(2) All requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

6.4.5 Prequalification Lists. The City shall ensure that all prequalified lists, if used, of persons, firms or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. The prequalification list may be used upon development of a procedure using the any prequalified listing. The City shall not preclude potential bidders from qualifying during the solicitation period.

6.5 Procurement Procedures

The thresholds below are federal thresholds. If City thresholds are lower, the more restrictive requirement shall govern, notwithstanding the provisions herein.

6.5.1 Micro-Purchases. Purchases within the micro-purchase threshold (e.g., currently set at purchases of $10,000 or less but periodically adjusted for inflation) may be awarded without soliciting competitive quotations if the City considers the price to be reasonable. To the extent practicable, the City must distribute micro-purchases equitably among qualified suppliers.

6.5.2 Small Purchases. Purchases within the simplified acquisition threshold (e.g., currently set at purchases of $250,000 or less) shall not be required to be formally bid. Price quotations must be received from no less than three (3) sources.

6.5.3 Formal, Sealed Bidding.

(1) Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the

responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. Formal, sealed bidding is required for purchases greater than the simplified acquisition threshold, which is currently set at $250,000, or as may be adjusted by the Federal Acquisition Regulation, pursuant to 48 CFR § 2.101.

(2) This is the preferred method for procuring construction, if a complete, adequate, and realistic specification or purchase description is available; two or more responsible bidders are willing and able to compete effectively and for the business; and the procurement lends itself to a firm-fixed-price contract and the selection of the successful bidder can be made principally on the basis of price.

(3) The City must publicly advertise the Invitation for Bids and publicly open all bids at the time and place prescribed in the invitation.

(4) Any contracts awarded pursuant to this procedure shall be to the lowest responsible bidder submitting a responsive bid and shall be for a firm fixed price. Any or all bids may be rejected if there is a sound documented reason.

6.5.4 Competitive Proposals

(1) When the nature of a procurement does not lend itself to formal, sealed bidding, the District may solicit competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded.

(2) A request for proposals (RFP) must be publicly advertised, and the District must solicit proposals from an adequate number of sources. The RFP must identify all evaluation factors and their relative importance; however, the numerical or percentage ratings or weights need not be disclosed.

(3) Evaluation factors that will be considered in evaluating proposals shall be tailored to each procurement and shall include only those factors that will have an impact on the selection decision.

a. The City's procurement officer shall establish a formal evaluation committee, of at least two persons. The size of an evaluation committee should be based on the size and complexity of the goods or services being procured and well balanced and represented by individuals involved with the procurement and/or affected by the goods or services being procured.

b. The evaluation committee will be charged with responsibility for evaluating proposals in accordance with the evaluation criteria in the solicitation, short listing firms, establishing a competitive range, and/or recommending a firm or firms for contract award.

(4) Any contract awarded based on the competitive proposal procurement process cannot be based exclusively on price or price-related factors.

(5) If a contract is awarded, it shall be to the responsible firm whose proposal is most advantageous to the City ("best value"), with price and other factors considered.

6.5.5 Competitive Proposals for A&E Services. The competitive proposal procedures above may be used for procurement of architect and engineering (A&E) services, provided that proposers must be evaluated based on competence and qualifications, without regard to price. For A&E procurements, price will not be used as a selection factor. The City will rank proposers based on qualifications only, and attempt to negotiate fair and reasonable compensation with the highest ranked proposer. If negotiations with the highest ranked proposer are unsuccessful, such negotiations will be terminated and the City will commence negotiations with the next highest ranked proposer. This process shall be continued with successive qualified proposers until agreement is reached that is determined to be fair and reasonable.

6.5.6 Noncompetitive Procurements

(1) Contracts may be procured through a noncompetitive proposal only when:

a. The item is only available from a single source;
b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or
d. Competition is deemed inadequate after the solicitation of a number of sources.

6.5.7 Public Projects. Public projects shall be procured by the City's formal contract bid procedures outlined by ***Section 3.0 Bidding Procedure***, and the formal, sealed bidding in this section. If there is conflict between the foregoing, the more restrictive requirements shall apply.

6.5.8 Award.

(1) Responsible Contractor. The City shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The responsibility determination shall be documented and contained in the file.`

(2) Debarment and Suspension. In accordance with 2 CFR 200.213, in connection with the responsibility determination, a check of debarment and suspension using the System for Award Management (SAM), www.sam.gov, must be performed and documented in the procurement records prior to award.

6.6 Contracting with Small and Minority Firms, Women's Business Enterprises, and Labor Area Surplus Firms

6.6.1 The City must take all necessary affirmative steps to ensure the use of minority businesses, women's business enterprises, and labor surplus area firms when possible, as set forth at 2 CFR § 200.321 and detailed below. The City shall:

(1) Place qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
(6) Require the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

6.6.2 The City shall document the steps above, and any relevant findings applicable to any of the steps above in its procurement file.

6.7 Cost and Price

6.7.1 Cost or Price Analysis. The City shall perform a cost or price analysis in connection with every procurement action, including contract modifications, in excess of the simplified acquisition threshold. While the method and degree of analysis depend on the facts surrounding the particular procurement situation, the City

must, at a minimum, make independent estimates before receiving bids or proposals.

6.7.2 Profit. The City shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where a cost analysis is performed as required by 2 CFR § 200.323(b).

6.7.3 Estimated Costs. Costs or prices based on estimated costs for contracts are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the City under 2 CFR 200.400 et seq.

6.8 Payment Procedures

6.8.1 Method of Contracting. Contracts entered into pursuant to these procedures shall utilize only fixed-price, cost-reimbursement, or, to a limited extent, time and materials payment methods.

6.8.2 Prohibited Methods of Contracting. The City shall not use the cost plus a percentage of cost or percentage of construction cost methods of contracting for any work for which federal reimbursement will be sought.

6.8.3 Time and Materials ("T&M") Contracts

(1) T&M contracts should be used rarely, and the use of T&M contracts should be limited to a reasonable time period (e.g., no more than 70 hours) based on circumstances during which the District cannot define a clear scope of work.

(2) The City shall only enter into a time and materials contract if all of the following apply:

a. The City has determined and documented in the project file that no other contract is suitable;
b. The contract has a guaranteed maximum price that the contractor exceeds at its own risk; and
c. The City provides a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(3) The City must define the scope of work as soon as possible to enable procurement of a more acceptable type of contract (i.e., non-T&M).

6.8.4 Separate Invoicing. All purchases made during a proclaimed emergency shall require separate invoicing from routine (i.e., non-emergency related) purchases. All invoices shall state the goods, services, or equipment provided and shall specify where the goods or services were delivered. All invoices shall specify the location(s) where the goods or services were used, if possible. Any invoice which fails to properly identify the emergency nature of the purchase and provide details as to the date(s) and location(s), as appropriate, shall not be paid until such errors are corrected by the vendor and re-submitted in correct form.

6.8.5 Auditing of Invoices for Debris Removal. All invoices for debris clearance and removal shall be audited prior to payment to the contractor. Contractors shall be notified of this requirement prior to the award of any contract for debris clearance and/or removal. Audits shall be in accordance with procedures for debris removal monitoring specified in FEMA's Publication 325, Debris Management Guide.

6.9 Bonding Requirements

6.9.1 Bonding. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (See 2 CFR 200.88), the City shall require at a minimum:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price.
(2) A performance bond on the part of the contractor for 100 percent of the contract price.
(3) A payment bond on the part of the contractor for 100 percent of the contract price.

6.10 Procurement of Recovered Materials

6.10.1 For procurements covered under these procedures, the City and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In accordance with these requirements, the City shall only procure items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6.10.2 This requirement applies to purchases of items when the purchase price of the item exceeds $10,000, or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.

6.11 Contract Provisions

The City's contracts shall contain the applicable provisions described in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

ROLES AND RESPONSIBILITIES

City Manager

All purchases and contracts for goods and services are under the control and direction of the City Manager.

Chief Financial Officer

The Chief Financial Officer is responsible for recommending policy changes and updates to establish and maintain compliance with government laws and to oversee the competitive procurement process while ensuring appropriate stewardship of the City's assets.

Department Heads

Department Heads are responsible for holding their employees accountable for the purchasing activities they make on behalf of the City and to ensure that they comply with all purchasing policies and procedures.

Purchasing Manager

Purchasing Manager is responsible for ensuring that all solicitations for goods and services are conducted in a manner that provides full and open competition; assisting Department Heads and Requestors with selecting the appropriate solicitation types; and facilitating the administration of solicitations and contracts for goods and services.

DEFINITIONS

As used in this policy:

City Employee - a person employed by the City that earns a wage or salary, including elected officials, non-elected officials, executive staff, and non-executive staff.

Federal Emergency Management Agency (FEMA) - An agency of the United States Department of Homeland Security (DHS) with the primary purpose is to coordinate the response to a disaster that has occurred in the United States and that overwhelms the resources of local and state authorities.

Micro-Purchases - Purchases within the micro-purchase threshold (e.g., currently set at purchases of $10,000 or less but periodically adjusted for inflation) may be awarded without soliciting competitive quotations if the City considers

the price to be reasonable.

Political Reform Act - California law that is requires the detailed disclosure of the role of money in California politics. This includes the disclosure of contributions and expenditures in connection with campaigns supporting or opposing state and local candidates and ballot measures as well as the disclosure of expenditures made in connection with lobbying the State Legislature and attempting to influence administrative decisions of state government.

Request for Proposal – is a document that solicits firms to submit a proposal to perform the scope of work associated with a proposed project. Cost is not the sole basis for selection in an RFP; other qualifications including experience, turnaround time and approach to work are important factors when evaluating proposals. RFPs are project specific and preparation requires general knowledge of the project. It is expected that interested parties would do a limited amount of work to develop a quality proposal.

Resource Conservation and Recovery Act - the principal federal law in the United States governing the disposal of solid waste and hazardous waste.

Small Purchases - Purchases within the simplified acquisition threshold (e.g., currently set at purchases of $250,000 or less) shall not be required to be formally bid

Uniform Guidance – The Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) is Federal legislation that governs the Federal grant process from pre-award to post-award administration.

7.0 Surplus Property Policy

PURPOSE

This policy is to ensure that City Employees are purchasing supplies and equipment in accordance with the City of Fontana's (the City) policies and procedures, Federal, State, and local laws, while ensuring adequate control, appropriate use, and disposition.

POLICY

This policy ensures that acquisitions, internal controls, and disposition of supplies and equipment are in compliance with all requirements outlined in the ***(FMC 10-155)***, ***California Government Code (GC)*** and ***Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles Competitive Requirements (Uniform Guidance)***.

7.1 City Property

City Property consists of all supplies and equipment purchased for the City regardless of the dollar amount, including Fixed Assets.

7.2 Fixed Assets

Fixed Assets are tangible assets having a value equal to or greater than $5,000. Therefore, any supplies or equipment purchased that has a value of $5,000 or greater must be acquired, tagged, and disposed in accordance with this policy.

7.2.1 Acquiring Fixed Assets Under Grants

The City receives grants from various Federal, State, and local agencies to fund specific programs. All Fixed Assets acquired under a grant shall comply with the terms and conditions of the grant. All Fixed Assets fully funded or partially funded by a Federal Grant shall perform an ***Equipment Screening*** prior to purchasing which verifies the following:

- If prior written approval was obtained from the Federal awarding agency or pass-through to purchase the Fixed Asset;
- If the title of the Fixed Asset will vest in the Federal awarding agency, a pass-through, or the City; Description of the Fixed Asset;
- Source of funding (Federal Award Identification Number (FAIN)); and

7.3 Disposition of Surplus Property

Supplies, equipment, and Fixed Assets are considered Surplus Property if they are no longer being utilized by the City for reasons, including decreased use, poor condition, damaged beyond repair, and/or obsolescence. Once Surplus Property has been identified and a disposition method has been determined, the department will need to submit a ***Surplus Property Disposition Form*** to the Purchasing Manager. The Department Head will need to

approve the disposition of all Surplus Property for their department regardless of the value. If the value of the Surplus Property is equal to or more than $5,000, the Purchasing Division will coordinate with Maintenance to transport the Surplus Property to dispose by one of the following disposition methods. Once the disposition is complete, the Purchasing Division will notify Accounting to update the asset record.

7.4 Transfer to Another Department

Departments can transfer Surplus Property from one department to another. The department transferring out the Surplus Property will need to submit a Surplus Property Disposition Form with the necessary approvals.

7.5 Trade-In

Surplus Property can be offered as a trade-in or a credit towards the acquisition of new supplies, equipment, or Fixed Assets.

7.6 Sell

Surplus Property may be offered for sale, and any sales must be directed and approved by the Purchasing Manager. All Surplus Property sales are "as is" with no warranty, guarantee, expressed or implied, as to the condition, utility or usability of the Surplus Property being sold. City Employees may not purchase Surplus Property. The following sale methods for Surplus Property may be used:

- *Public Auction.* the Purchasing Division may conduct public auctions, utilize public auction internet providers, or contract a public auctioneer company to sell Surplus Property on behalf of the City.
- *Sealed Bids*. the Purchasing Division may solicit sealed bids in which the highest responsible bidder will be sold the Surplus Property.
- *Negotiated Sale.* the Purchasing Division may negotiate a sale if there is only one known buyer available and willing to purchase the Surplus Property.
- *Selling as Salvage.* the Purchasing Division may sell Surplus Property as salvage if the value of the raw materials exceeds the value of the property.

7.7 Donate

Surplus Property may be donated to a non-profit organization or charitable group.

7.8 Scrap

If no other disposition method for Surplus Property is available, including transferring to a different department, trading in, selling, donating, and/or selling as salvage, then the Surplus Property may be thrown away.

7.9 Surplus Property Under Grants

If the City has Surplus Property that was acquired with grant funds, then the disposition of such property shall comply with the terms and conditions of the grant, regardless of the funding agency. All Fixed Assets fully funded or partially funded by a Federal Grant shall be disposed in accordance with the Federal awarding agency's disposition instructions.

ROLES AND RESPONSIBILITIES

City Manager
All sales and disposition of Surplus Property are under the control and direction of the City Manager.

Chief Financial Office

The Chief Financial Officer is responsible for recommending policy changes and updates to establish and maintain compliance with government laws and to oversee the Surplus Property process while ensuring appropriate stewardship of the City's assets.

Department Heads

Department Heads are responsible for holding their employees accountable for the Surplus Property activities to ensure that they comply with the City's purchasing policies and procedures.

Purchasing Manager

The Purchasing Manager is responsible for ensuring that the disposition of Surplus Property is conducted in a manner that is compliant with the City's purchasing policies and procedures, Federal, State, and local laws.

Purchasing Division

The Purchasing Division will review completed ***Surplus Property Disposition Forms***, ensure the appropriate method of disposition. Once approved, the Purchasing Division will coordinate the disposition of the Surplus Property with Maintenance and notify Accounting if any asset records need to be updated.

Accounting

In coordination with the Purchasing Division, Accounting enters and maintains Fixed Asset records in accordance with the City's purchasing policies and procedures.

Maintenance

In coordination with the Purchasing Division, Maintenance assists with the transportation of Surplus Property to and from departments within the City, or from City buildings to the yard for disposition.

City Employees

City Employees are responsible for adhering to this policy whenever purchasing Fixed Assets or disposing Surplus Property.

DEFINITIONS

As used in this policy:

Accounting – a division within the Department of Finance that performs accounting functions and reporting for the City.

Maintenance – a division within the Department of Public Works that is responsible for building maintenance services for the City.

City Property – consists of all supplies and equipment purchased for the City regardless of the dollar amount, including Fixed Assets.

City Employee – a person employed by the City that earns a wage or salary, including elected officials, non-elected officials, executive staff, and non-executive staff.

Equipment Screening – a screening process of ensuring, either prior to an equipment purchase or concurrently with the equipment purchase, that the same or equivalent piece of equipment is not in excess or otherwise available to share.

Federal Grant – an award of financial assistance from a Federal agency to a recipient to carry out a public purpose of support or stimulation authorized by a law of the United States.

Fixed Asset – tangible assets having a value equal to or greater than $5,000.

Purchasing Division – a division within the Department of Finance responsible for ensuring compliance with the City's purchasing policies and procedures.

Surplus Property – supplies, equipment, and Fixed Assets that are no longer being utilized by the City for reasons, including decreased use, poor condition, damaged beyond repair, and/or obsolescence.

Surplus Property Disposition Form – a form used whenever a department wants to transfer, trade-in, sell, donate, or scrap Surplus Property.

File #: 25-0110
Agenda #: E.

Agenda Date: 3/25/2025
Category: Consent Calendar

FROM:
Housing

SUBJECT:
Acceptance of Housing and Homelessness Incentive Grant

RECOMMENDATION:
1. Accept grant funding from the County of San Bernardino Community Development & Housing Department in the amount of $500,000 in Housing and Homelessness Incentive Program HHHIP) Funds

2. Authorize the City Manager, or City Manager's designee, to execute and transmit any documents necessary or desirable to ensure the City's timely submittal and execution of the Housing and Homelessness Incentive Program (HHIP)

COUNCIL GOALS:
- Provide a diverse range of housing types and levels of affordability while addressing homelessness in the community by addressing Homelessness through proactive programs, including the efforts of the COAST and MET teams.
- Concentrate on Inter-governmental relations by working cooperatively with neighboring jurisdictions.
- Concentrate on Inter-governmental relations by pursuing financial participation from county, state and federal governments.

DISCUSSION:
The County of San Bernardino Community Development & Housing Department awarded the City of Fontana $500,000 in program assistance through the Housing and Homelessness Incentive Program (HHIP).

The Housing and Homelessness Incentive Program (HHIP) is a statewide voluntary incentive program administered by the California Department of Health Care Services (DHCS) that enables health plans to earn one-time incentive funds for improving health outcomes and access to whole person care services by addressing homelessness and housing insecurity as social drivers of health and health disparities. Molina Healthcare of California has allocated HHIP funds to San Bernardino County to fund eligible activities that prioritize gaps in local shelter infrastructure with an emphasis in funding the startup and continued operation of large-scale navigation centers.

The City of Fontana owns The Path, an Interim Housing Facility with 120 beds dedicated to serving individuals and families experiencing or at risk of homelessness. Operated by Symba Center, the Facility utilizes a medically based model of homeless care, employing a multi-disciplinary team and

evidence-based practices to effectively meet the needs of its residents. To ensure the continued provision of critical services and operations, the City intends to use this two-year grant to support and sustain the Facility's programs, offering ongoing assistance to those in need.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $500,000 of grant funding from the County of San Bernardino Housing and Homelessness Incentive Program (HHIP). Of this amount, $400,000 is included in the 2024-25 current budget and an additional budget adjustment will be included in the 2024-25 3rd Quarter Budget Report in the amount of $100,000 in project string 37600041-301-C.

MOTION:
Approve staff recommendation.

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

SAP Number

Community Development & Housing

Department Contract Representative	Carrie Harmon
Telephone Number	(909) 382-3983
Contractor	City of Fontana
Contractor Representative	Phillip Burum
Telephone Number	(909) 350-6727
Contract Term	April 8, 2025 - April 7, 2027
Original Contract Amount	$500,000
Amendment Amount	N/A
Total Contract Amount	$500,000
Cost Center	**6210002493**

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the Housing and Homelessness Incentive Program (HHIP) is a statewide voluntary incentive program administered by the California Department of Health Care Services (DHCS) that enables health plans to earn one-time incentive funds for improving health outcomes and access to whole person care services by addressing homelessness and housing insecurity as social drivers of health and health disparities; and

WHEREAS, Molina Healthcare of California (Molina), a California health plan organization, has allocated HHIP funds to San Bernardino County (County) to fund eligible activities as specified in Contract No. 24-146; and

WHEREAS, the 2024 Point-in-Time Count, conducted on January 25, 2024, found a substantial percentage of the County's unsheltered homeless population was located in the City of Fontana; and

WHEREAS, the Molina Healthcare of California San Bernardino Investment Plan prioritizes the establishment and ongoing operation of Navigation Centers serving individuals experiencing homelessness and assuring medically informed care to clients; and

WHEREAS, the City of Fontana ("Contractor"), a municipal corporation, owns an Interim Housing Facility located at 17133 Valley Blvd., City of Fontana (the "Facility") a large regional shelter with 120 beds, serving individuals

and families who are experiencing homelessness or who are at risk of homelessness; which is operated by Symba Center, a service provider that implements a medically-based model of homeless care utilizing a multi-disciplinary team and evidence based modalities to effectively serve the needs of the homeless population; and

WHEREAS, Molina Healthcare of California has accepted the City of Fontana as an investment that meets the criteria in the approved investment plan; and

WHEREAS, Contractor wishes to accept from the County and the County wishes to grant to Contractor up to five hundred thousand dollars ($500,000) (the “HHIP Grant”) to fund the continuing operation of the Facility. The HHIP Grant will be evidenced by this Agreement and will be subject to the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

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ATTACHMENTS

EXHIBIT A – OPERATIONAL BUDGET

EXHIBIT B – SCOPE OF WORK

EXHIBIT C.1 – HMIS CLIENT DATA REPORT SAMPLE

EXHIBIT C.2 – HMIS DATA QUALITY REPORT SAMPLE

EXHIBIT D – EXPENDITURE REPORT

EXHIBIT E – DISBURSEMENT REQUEST / DRAW REQUEST

A. DEFINITIONS

A.1 “Agreement” means this Housing and Homelessness Incentive Program Agreement.

A.2 "At Risk of Homelessness Household" means a household that is at risk of homelessness, as defined in Section 578.3 of Title 24 of the Code of Federal Regulation.

A.3 “Case Management” means services that assist an Eligible Participant to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure access to service and the service delivery system; monitoring of individual progress.

A.4 "Eligible Participants" means Medi-Cal Managed Care Plan (MCP) Members as referred by Molina, Inland Empire Health Plan, or other MCP providers who are experiencing homelessness.

A.5 “Homeless” has same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

A.6 **“**Homeless Management Information System (HMIS)” is a web-enabled database used by homeless service providers to capture information about the San Bernardino County persons they serve. The database tracks services provided to homeless individuals and families by the collaborative agencies. Services tracked include: emergency, transitional, and permanent housing bed usage, employment, veteran’s status, as well as referrals to health and human service providers, or other relevant supportive service agencies. As required by the U.S. Department of Housing and Urban Development, the Continuum of Care utilizes the captured information to make informed decisions in planning, homeless advocacy, and policy development that result in target services. HMIS also includes that use of a comparable database by a victim services provider or legal services provider that is permitted under Part 576 of Title 24 of the Code of Federal Regulations.

A.7 “Housing and Homelessness Incentive Program” (HHIP) is voluntary incentive program administered by the California Department of Health Care Services that allows health plans to earn incentive funds for making progress in addressing homelessness and housing insecurity and social determinants of health.

A.8 **“**The Facility” is a low barrier, service-enriched interim shelter focused on moving homeless individuals and families into permanent housing and is located at 17133 Valley Blvd., Fontana California.

A.9 **“**Operational Costs” refers to ongoing expenses directly attributable to the operation, maintenance, and administration of the Facility.

A.10 “Operational Budget” means the budget for Operational Costs, and Services approved by the County as of the date of this Agreement and attached to this Agreement as Exhibit A and incorporated herein by this reference.

A.11 “Parties” means the County and Contractor.

A.12 “Services” means the services and related expenses to be provided under the Scope of Work as detailed in Exhibit B.

B. CONTRACTOR RESPONSIBILITIES

B.1 HHIP Grant. Upon satisfaction of the conditions set forth in this Agreement, the County grants to the Contractor the HHIP funding in the amount not to exceed Five Hundred Thousand Dollars ($500,000) for the purposes set forth in this Agreement.

B.2 Use of HHIP Grant Funding.

B.2.1 Contractor shall use the HHIP Grant funds to fund the Scope of Work identified in Exhibit B.

B.2.2 Contractor shall use the HHIP Grant funds solely for the purpose of funding the Scope of Work consistent with the Operational Budget for expenses detailed in Exhibit A. Contractor shall not use the HHIP Grant funds for any other purpose without the prior written consent of the County.

B.2.3 Contractor shall be in compliance with all applicable Federal, State, and local laws, required to perform this Contract. Contractor shall be required to repay the County in the event of non-compliance with any applicable law if the County is required to repay any amount of funds to the State or Molina as a result of Contractor's non-compliance.

B.2.4 Any costs to be paid for with HHIP Grant funds must be eligible uses consistent with HHIP. HHIP Grant funds may not be used for costs associated with activities in violation of any law or for any activities not consistent with HHIP.

B.2.5 Contractor shall not use HHIP Grant funds to supplant any other funds provided by the County to the Contractor under any other agreement. The Contractor shall include a term in every subaward and contract that prohibits the subrecipient or contractor from using HHIP Grant funds to supplant funding provided by the County directly or indirectly to the subrecipient or contractor.

B.2.6 County reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with HHIP Grant funds made available by this Agreement. If Contractor uses the HHIP Grant funds to pay for ineligible activities, Contractor shall be required to reimburse these funds to the County within thirty (30) days of the request.

B.3 Conditions Precedent to HHIP Grant Disbursement

B.3.1 Disbursements may not exceed the amount of the HHIP Grant.

B.3.2 The County shall not be obligated to make any disbursements of the HHIP Grant or take any other action under the Agreement unless the following conditions precedent are satisfied:

B.3.2.1 There exists no Default nor any act, failure, omission, or condition that would constitute an event of Default under this Agreement;

B.3.2.2 Item intentionally left blank.

B.3.2.3 Contractor has executed and delivered to County all documents, and policies required under this Agreement;

B.3.2.4 Contractor has furnished the County with evidence of insurance meeting the requirements under this Agreement;

B.3.2.5 The County has approved any necessary updates to the Scope of Work and Operational Budget, if necessary;

B.3.2.6 The County has received a written Draw Request, in the form attached as Exhibit E, from Contractor including (1) certification that the proposed use of funds is consistent with the approved Operational Budget; (2) the amount of funds needed, and (3) where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred.

B.3.2.7 The County will make best efforts to fund Draw Requests within thirty (30) days from receipt of a complete Draw Request.

B.4 Intentionally left blank

B.5 Intentionally left blank

B.6 **Schedule of Performance.** Contractor shall perform the tasks described in the Scope of Work in Exhibit B no later than the end date of this Agreement.

B.7 Intentionally left blank

B.8 **Progress Reports.**

B.8.1 From the date of commencement until the termination of the contract, Contractor shall provide the County with monthly progress reports. The progress reports must include a certification that the expenditures submitted to the County meet HHIP eligible expenses requirements. The County shall have no obligation to advance or pay Contractor with any funds other than HHIP funds the County receives from Molina. Contractor attests that by submitting a monthly expenditures report to the County that Contractor has completed all due diligence necessary and verified eligibility for HHIP Grant funding. Contractor shall be required to re-pay the County for non-eligible expenditures that may be inadvertently processed by the County.

B.8.2 The Contractor shall provide any information reasonably requested by the County in connection with the services.

B.9 Approved Operational Budget. As of the date of this Agreement, the County has approved the Operational Budget set forth in Exhibit A.

B.9.1 CONTRACTOR agrees that no changes shall be made to CONTRACTOR's Operational Budget without first obtaining prior approval. No more than the amounts specified in EXHIBIT A – Operational Budget may be spent for the separate cost categories specified in the budget summary. Any changes to this Contract must be requested by CONTRACTOR in writing through Community Development and Housing ("CDH"). Changes to EXHIBIT A – Operational Budget must be approved by the CDH Director.

B.9.2 Any budget amendments must be requested by the CONTRACTOR in writing at least 60 days before contract expiration.

B.10 Compliance with Agreement. Contractor shall comply with the terms of this Agreement, and any breach by Contractor under the County Grant Documents shall be considered a Default under this Agreement.

B.11 Financial Accountings and Audits. During the Term, from time to time as reasonably requested by the County, Contractor shall make available for examination during normal business hours to County all books, accounts, reports, files, and other papers or property with respect to all matters covered by this Agreement, and shall permit County to audit, examine, and make excerpts or transcripts from such records. County may make audits of any conditions relating to this Agreement.

B.12 Information. Contractor shall provide any information reasonably requested by the County in connection with the HHIP Grant, including (but not limited to) any information required by Molina in connection with Contractor's use of the HHIP Grant funding.

B.13 Intentionally left blank.

B.14 Intentionally left blank.

B.15 Fees and Taxes. Contractor shall be solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Services to the extent owed by Contractor and shall pay such charges prior to delinquency. However, Contractor shall not be required to pay and discharge any such charge so long as: (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings; and (b) if requested by the County, Contractor deposits with the County any funds or other forms of assurance that the County in good faith from time to time determines appropriate to protect the County from the consequences of the contest being unsuccessful.

B.16 Notice of Litigation. Contractor shall promptly notify the County in writing of any litigation materially affecting Contractor or the Services and of any claims or disputes that involve a material risk of such litigation.

B.17 Nondiscrimination. Contractor covenants by and for itself and its successors and assigns that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property, nor may Contractor or any person claiming under or through Contractor establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, occupants, sublessees or vendees in the property.

B.18 Transfer. This Agreement is entered into solely for the purpose of funding Services for the Facility. The Contractor recognizes that the qualifications and identity of Contractor are of particular concern to the County. The Contractor further recognizes that it is because of such qualifications and identity that the County is entering into this Agreement with the Contractor and that limited Transfers are permitted only as provided in this Agreement.

B.19 Hazardous Materials.

B.19.1 Contractor shall keep and maintain the Property in compliance with, and may not cause or permit the Property to be in violation of, any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or

about the Property including, but not limited to, soil and ground water conditions. Contractor may not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in the provision of Services.

B.19.2 Contractor shall immediately advise the County in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other government or regulatory actions instituted, completed or threatened against Contractor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Contractor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Contractor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

B.19.3 The County has the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Contractor. Contractor shall indemnify and hold harmless the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (iii) all reasonable costs and expenses incurred by the County in connection with clauses (i) and (ii), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive termination of this Agreement.

B.19.4 Contractor hereby acknowledges and agrees that (i) this Section is intended as the County's written request for information (and Contractor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

B.20 Maintenance and Damage. During the course of this Agreement, Contractor shall maintain the Facility in good repair and in a neat, clean and orderly condition. If there arises a condition in contravention of this requirement, and if Contractor has not cured such condition within thirty (30) days after receiving a County notice of such a condition, then in addition to any other rights available to the County, the County has the right to perform all acts necessary to cure such condition.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other Contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 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's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (d) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for Contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to

work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C. 9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including Subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or Contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and Subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The *Director of Community Development and Housing ("CDH")* or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees

or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence. If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or Subcontractors 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 with the Secretary of State.

C.15 Drug and Alcohol-Free Workplace

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 service for the County, on County property, or while using County equipment:

C.15.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.15.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

C.15.3 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.

The Contractor shall inform all employees that are performing service for the County-on-County property, or using County equipment, of the County's objective of a safe, healthful and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

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.

C.18 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.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section D – Term of Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 *RESERVED*

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records

shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, Subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy. The CONTRACTOR shall retain all documentation related to the services provided and all financial records associated with this Agreement for a period of five (5) years following the termination of this contract.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any Subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the Subcontractor's qualifications and a listing of a Subcontractor's key personnel including, if requested by the County, resumes of proposed Subcontractor personnel. Contractor shall remain directly responsible to County for its Subcontractors and shall indemnify County for the actions or omissions of its Subcontractors under the terms and conditions specified in Section G. All approved Subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any Subcontractor, Contractor shall:

36.1 Be responsible for Subcontractor compliance with the Contract and the subcontract terms and conditions; and

36.2 Ensure that the Subcontractor follows County's reporting formats and procedures as specified by County.

36.3 Include in the Subcontractor's subcontract substantially similar terms as are provided in Sections B. CONTRACTOR RESPONSIBILITIES and C. GENERAL CONTRACT REQUIREMENTS.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

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.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or Subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict-of-interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided, information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Authority of Contractor.

Contractor warrants and represents to the County that it is a duly organized, validly existing California municipality and has the authority to own its property and carry on its business as now being conducted. Contractor warrants and represents that it has the full power to execute and deliver this Agreement and to accept the HHIP Grant funds contemplated hereunder, and to perform and observe the terms and provisions of the Agreement.

C.45 Force Majeure.

In addition to specific provisions of this Agreement, performance by either Party shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; quarantine restrictions; or court order; or any other similar causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within ten (10) days of receipt of the notice. In no event shall the County be required to agree to cumulative delays in excess of one hundred eighty (180) days.

C.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars ($1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.47 *RESERVED*

C.48 Non-Liability of County Officials, Employees and Agents.

No member, official, employee or agent of the County shall be personally liable to Contractor in the event of any default or breach by the County.

C.49 Executive Order N-6-22 Russia Sanctions

March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), as well as any sanctions imposed under state law (https://www.dgs.ca.gov/OLS/Ukraine-Russia). The EO directs state agencies and their Contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

D. TERM OF CONTRACT

This Contract is effective as of April 8, 2025 and expires April 7, 2027, but may be terminated earlier in accordance with provisions of this Agreement.

E. DEFAULT AND REMEDIES.

E.1 Events of Default. Each of the following shall constitute a "Default" by Contractor under this Agreement:

E.1.1 Failure to Comply with the HHIP Grant Agreement. Failure of Contractor to comply with the HHIP Grant Agreement, subject to all applicable notice and cure rights provided therein.

E.1.2 Breach of Covenants. Failure by Contractor to duly perform, comply with, or observe any of the conditions, terms, or covenants of this Agreement, and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the County to the Contractor, or if the breach cannot be cured within thirty (30) days, the Contractor shall not be in breach so long as Contractor is diligently undertaking to cure such breach and such breach is cured within ninety (90) days or such other date agreed to by the County in writing at its sole and absolute discretion; provided, however, that if a different period or notice requirement is specified under any other section of this Section E, the specific provisions shall control.

E.1.3 Insolvency. A court having jurisdiction shall have made or entered any decree or order: (1) adjudging Contractor to be bankrupt or insolvent; (2) approving as properly filed a petition seeking reorganization of Contractor or seeking any arrangement for Contractor under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (3) appointing a receiver, trustee, liquidator, or assignee of Contractor in bankruptcy or insolvency or for any of their properties; or (4) directing the winding up or liquidation of Contractor if any such decree or order described in clauses (1) to (4), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days; or Contractor shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (1) to (4), inclusive.

E.1.4 Assignment; Attachment. Contractor shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution.

E.1.5 Suspension; Termination. Contractor shall have suspended its operation of the Facility.

E.1.6 Intentionally Left Blank.

E.1.7 Condemnation. The condemnation, seizure, or appropriation of all or the substantial part of the Property, by an entity other than the County.

E.1.8 Unauthorized Transfer. Any Transfer other than as permitted by Section B.18.

E.1.9 Representation or Warranty Incorrect. Any Contractor representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the County in connection with this Agreement, proving to have incorrect in any material respect when made and having a material adverse effect on the Facility

E.2 Remedies. The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the County or automatically where so specified, relieve the County of any obligation to make or continue the HHIP Grant and shall give the County the right to proceed with any and all remedies in law or equity, including suit for recovery of any HHIP Grant funds which Contractor has not utilized in compliance with this Agreement:

E.2.1 Repayment of HHIP Grant. The County may demand Contractor repay any portion of the HHIP Grant, pursuant to Section B.3. above, together with any accrued interest thereon, to become immediately due and payable. Contractor waives all right to presentment, demand, protest or notice of protest or dishonor. Contractor is liable to pay the County on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorneys' fees) paid or incurred by the County in connection with the repayment of the HHIP Grant.

E.2.2 Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Contractor to perform its obligations and covenants under this Agreement or to enjoin acts on things that may be unlawful or in violation of the provisions of this Agreement.

E.3 Right of Contest. Contractor shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the County or the rights of the County hereunder.

E.4. Remedies Cumulative. No right, power, or remedy given to the County by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Contractor and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

F. COUNTY RESPONSIBILITIES

F.1 CDH shall provide technical assistance to Contractor.

F.2 CDH shall participate in evaluating the progress of the overall program.

F.3 CDH shall monitor Contractor on a regular basis in regard to compliance with contractual requirements.

G. FISCAL PROVISIONS

G.1 County shall pay Contractor upon contract execution for the services to be performed, products provided, or expenses incurred in accordance with **EXHIBIT B SCOPE OF WORK**. One hundred percent (100%) of HHIP funds allocated to Contractor, pursuant to this Contract, shall be expended by April 7, 2027 ("Disbursement Deadline").

G.2 The maximum amount under this Agreement shall not exceed $500,000, all of which is funded by an allocation of Housing and Homelessness Incentive Program funds from Molina Healthcare Plan, a California health plan organization.

G.3 Contractor shall accept the funds from County via check or wire transfer directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process payment.

G.4 Contractor shall accept all payments from County via check or wire transfer directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process payments.

G.5 Funds made available under this Agreement shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Agreement. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

H. INDEMNIFICATION AND INSURANCE REQUIREMENTS

H.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its 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 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 indemnitees. The Contractor indemnification obligation applies to the County'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.

H.2 Insurance

County and Contractor are authorized self-insured or partially self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through their respective programs of self-insurance and insurance, they have adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this Agreement.

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

H.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Contractors and Subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

H.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

H.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

H.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

H.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

H.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

H.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

H.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

H.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

H.11.1 Workers' Compensation/Employer's Liability – 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.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

H.11.2 Commercial/General Liability Insurance – 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 one million dollars ($1,000,000), 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. $2,000,000 general aggregate limit.

H.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on 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 one million dollars ($1,000,000) 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 two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

H.11.4 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.

H.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim and two million ($2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the state 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.

H.11.6 Reserved

H.11.7 Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 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.

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.

I. RIGHT TO MONITOR AND AUDIT

I.1 The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

I.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of five years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

J. CORRECTION OF PERFORMANCE DEFICIENCIES

J.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

J.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or

b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
c. Withhold funds pending duration of the breach; and/or
d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
f. Require repayment of the HHIP grant for any ineligible expenditures.

K. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Community Development and Housing
560 E. Hospitality Lane, Suite 200
San Bernardino, CA 62415-0043
Attn: Director

City of Fontana
8353 Sierra Ave.
Fontana, CA 92335
Attn: Matthew C. Ballantyne, City Manager

with copy to: Best, Best & Krieger, LLP
2855 E. Guasti Rd., Suite 400
Ontario, CA 91761
Attn: Ruben Duran, City Attorney

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

L. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

M. ELECTRONIC SIGNATURES

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

IN WITNESS WHEREOF, 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
San Bernardino County

By _____
Deputy

City of Fontana
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Matthew Ballantyne, City Manager
(*Print or type name of person signing contract)*

Title City Manager
(Print or Type)

Dated: _____

Address 8353 Sierra Avenue

Fontana, CA 92335

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Suzanne Bryant, Deputy County Counsel		Carrie Harmon, Director

Date _____ | Date _____ | Date _____

EXHIBIT A

OPERATIONAL BUDGET AND STAFFING PLAN
This Exhibit outlines the operational budget and staffing plan for the Path, funded by the HHIP grant. The details below represent the allocation and distribution of the funds and staffing structure as outlined in the contract.

1. Operational Budget
1.1 Grant Categories and Maximum Funding
The total HHIP funding available for the project is $500,000, which is allocated as follows:

Category	Amount
Navigation Center	$500,000

1.2 Administrative Costs
The total allocation for administrative costs is $0. All funding will be allocated to Direct Service Expenses.

1.3 Direct Client Assistance
The following outlines the cost and total number of units for each type of direct client assistance:

Category	Unit Cost	# of Individuals/Days	Total
Emergency Shelter Bed Nights	$92/night	30/180	$500,000

Subtotal Direct Assistance:
$500,000.00

1.4 Operating Expenses
The total bed fee cost includes the following operating expenses:
- Basic Needs and Transportation
- Medical Equipment
- Medical Supplies
- Maintenance and Janitorial
- Utilities/Communication
- Office Supplies
- Technology/CMS

1.5 Budget Summary

Category	Amount	Percentage
Direct Services Expenses	$500,000	100%
Total Project Budget	**$500,00.00**	**100%**

2. Staffing Plan
2.1 Key Personnel
The minimum staffing model for the Path under HHIP funding is outlined below.
- Wellness Services Manager (0.2 FTE)
- Peer Supports (1.0 FTE)
- Case Managers/Housing Navigators (4.0 FTE)

2.2 Training Requirements

The following training requirements are mandatory for all relevant personnel:

- Trauma-informed care by April 2025
- Cultural competency by April 2025
- HMIS data entry by April 2025
- CES protocols by April 2025
- Fair housing laws by April 2025
- Safety protocols by April 2025

1. SCOPE OF SERVICES

The Contractor will provide the following services to eligible clients, with each service aligned to meet the needs of those experiencing homelessness, as part of the Path program under the HHIP grant.

1.1 Eligible Program Components

Navigation Center

- Expand access for program members.
- Coordinate with other program components.

Health Services and Care Coordination

- Health screenings and assessments.
- Coordination with healthcare providers.
- Mental health service referrals.
- Substance use disorder treatment linkages.
- Medical respite care coordination.
- Medication management support.
- Healthcare enrollment assistance.
- Public health education.

Emergency Shelter Services

- Emergency bed night provision, including basic needs/utilities.
- Crisis intervention.
- Basic needs assessment.
- Intake and screening.
- Temporary shelter placement.

Housing Navigation and Placement Services

- Conduct housing assessments for program participants.
- Identify suitable housing opportunities.
- Facilitate housing applications and lease agreements.
- Coordinate with property owners and managers.

Case Management

- Develop individualized housing stability plans.
- Provide ongoing support and monitoring.
- Connect clients to additional community resources.
- Document client progress and outcomes.

2. Performance Outcome Metrics

The Contractor will meet the following performance metrics to ensure the successful delivery of services. These metrics are aligned with program goals and will guide the assessment of service effectiveness.

Priority Area 3: Service Delivery for MCP Members Experiencing Homelessness Engaged in Enhanced Care Management (ECM)

1. **Members Receiving Housing-Related Community Supports:**
   A minimum of 27 members per year will receive housing-related community supports. A minimum of 30 people will receive shelter for up to 180 days over the term of the agreement.
2. **Members Successfully Housed:**
   Of the minimum 27 members served, 14 will be successfully housed. A minimum of 30 people will

receive shelter for up to 180 days over the term of the agreement.

3. **Members Maintaining Housing Stability:**
   Of the minimum 27 members served, 7 will maintain housing stability. A minimum of 30 people will receive shelter for up to 180 days over the term of the agreement.

Health Outcomes

1. **Percentage of Clients Offered Connections to Primary Care:**
   90% of clients will be offered connections to primary care.
2. **Number of Successful Healthcare Enrollments:**
   90% of eligible clients will successfully enroll in healthcare services.
3. **Mental Health Service Engagement Rate for Individuals Experiencing Mental Health Challenges:**
   40% engagement rate for individuals with mental health challenges.
4. **Substance Use Treatment Retention Rate for Individuals Experiencing Substance Use Disorder (SUD) Challenges:**
   40% retention rate in substance use treatment.
5. **Reduction in Emergency Room Visits:**
   A 50% reduction in emergency room visits for program participants.

Emergency Shelter Metrics

1. **Number of Emergency Bed Nights Provided:**
   A minimum of 7/daily bed nights will be provided.
2. **Average Length of Shelter Stay:**
   The average length of shelter stay will be 180 days.
3. **Exit to Permanent Housing Rate:**
   60% of clients exiting emergency shelter will transition to permanent housing.
4. **Return to Shelter Rate:**
   30% of clients who exit shelter will return to shelter.
   (Note: This metric measures the rate at which individuals return to emergency shelter after exiting. A lower percentage indicates successful housing retention and effective case management.)

Housing Stability Metrics

1. **Percentage of Clients Connected to Transitional and Permanent Housing:**
   60% of clients will be connected to either transitional or permanent housing.
2. **Housing Retention Rate (6 Months):**
   80% of clients who transition to permanent housing will retain that housing for at least 6 months.
3. **Average Time from Enrollment to Housing Placement:**
   The average time from program enrollment to housing placement will be 180 days.

3. Reporting Requirements

The Contractor shall provide the following reports to ensure transparency and measure program success:

- **Quarterly Outcome Assessments**: A comprehensive report on program outcomes based on the metrics provided in this Exhibit.
- **Annual Program Evaluation**: A detailed evaluation of the program's effectiveness and alignment with the goals outlined in the Scope of Services.
- **Bed Fee Reporting Form**: A monthly or quarterly report on the allocation and usage of bed fees, including occupancy rates and associated expenses.
- **Client Demographic Data**: Reports on client demographics, per HMIS (Homeless Management Information System) and CES (Coordinated Entry System) data records, to ensure proper tracking and monitoring of client services.
- **Success Stories and Case Studies**: Anecdotal reports highlighting successful client outcomes, including housing placements, health improvements, and other key milestones

4. Compliance Requirements

The Contractor will adhere to the following compliance requirements to ensure proper documentation, quality assurance, and continuous improvement.

4.1 Program Documentation

- Maintain detailed client files.
- Document service delivery for each client.
- Maintain staff training records.
- Keep updated policies and procedures to reflect current practices and legal requirements.

4.2 Quality Assurance

- Conduct regular file audits to ensure accuracy and completeness of client records.
- Collect and review client satisfaction surveys to assess service quality.
- Perform periodic program outcome reviews to ensure the program is meeting its objectives.
- Implement continuous quality improvement plans based on feedback and performance evaluations.

5. Timeline and Milestones

The following outlines the timeline and key milestones for the program's implementation. This section details the program's phases and expected deliverables throughout the project duration.

5.1 Program Implementation

Program Implementation Tasks	Start Date	End Date
Month 1-2		
• Staff hiring/activation and training	May 1, 2025	June 30, 2025
• System setup and protocols	May 1, 2025	June 30, 2025
• Client engagement	May 1, 2025	June 30, 2025
Month 3-24		
• Full program implementation	July 1, 2025	October 1, 2025
• Regular reporting and monitoring	August 1, 2025	June 30, 2027
• Quarterly performance reviews	August 1, 2025	June 30, 2027

5.2 Key Deliverables

- **Monthly:** HHIP Expenditure Reports
- **Quarterly**: Performance reports and Outcome assessments.
- **Annually**: Program evaluation.
- **Ongoing**: Success stories and case studies.

EXHIBIT C. 1

A. Homeless Management Information System (HMIS):

Contractor agrees to participate in the HMIS.

a. HMIS security policies and procedures and entering required Participant data on a regular and timely basis.
b. County retains the rights to the HMIS and case management software application used in the operations of this property. County will grant Contractor access to use the HMIS software for the term of this Agreement.
c. Contractor shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of San Bernardino CoC HMIS Policies and Procedures Manual, which is located on the County of San Bernardino website:
    i. https://www.sbcounty.gov/uploads/sbchp/HMIS/resources/HMIS%20Policies%20Procedures%20

d. Contractor must maintain a valid HMIS End User Agreement on file with the Contractor. Please contact the HMIS team through Office of Homeless Services at HMISHelpDesk@hss.sbcounty.gov .

B. PROGRAM REQUIREMENTS

Contractor shall adhere to the following:

B.1 Coordinated Entry System (CES)

a. The CES is a referral process that currently coordinates with the SBC CoC. All those participating with CES will need to apply to participate with the Homeless Management Information System (HMIS).

b. CONTRACTOR must notify the CES within 10 days of award of the HHIP funding by utilizing the online 211 Registration form located at: 211 Registration Form (wufoo.com)

c. CONTRACTOR must work in collaboration with CES and SBC CoC to ensure the screening, assessment, and referral of HHIP participants are consistent with the eligible uses under HHIP.

d. CONTRACTOR agrees to receive referrals from CES prior to providing services with the exception of individuals receiving emergency assistance. In such cases, immediate services can be provided, but individuals and/or families must be referred by Contractor to CES for assessment and prioritization within seventy-two (72) hours. CONTRACTOR understands that individuals and/or families may not be referred to CONTRACTOR and may be referred to another service provider based upon the CES assessment.

B.2 Data Reporting

a. CONTRACTOR will submit to the Office of Homeless Services ("OHS") detailed reports containing information listed in **EXHIBIT B – SCOPE OF WORK**.

b. A report will be due forty-five (45) days after the date of expiration of this Contract or upon completion of Contract services. Reports should be submitted via File Transfer Program (FTP).

c. CONTRACTOR shall submit additional reports as required by the State or COUNTY.

B.3 Monitoring

a. The COUNTY has the right to monitor the Contract during the Contract period to ensure accuracy of expenditure reports and compliance with applicable laws and regulations.

b. CONTRACTOR agrees to furnish duly authorized representatives from the COUNTY and the State access to all financial records necessary to review or audit Contract services and to evaluate the cost, quality, and appropriateness of services.

c. If the State or the COUNTY determines that all, or any part of, the payments made by the COUNTY to CONTRACTOR pursuant hereto are not eligible expenses in accordance with this Contract, said funds will be repaid by CONTRACTOR to the COUNTY. In the event such payment is not made on demand, the COUNTY may withhold future disbursements to CONTRACTOR until such disallowances are paid by CONTRACTOR. If disallowable expenses are not reimbursed within thirty (30) days of demand, the Contract will terminate without consultation at the COUNTY's sole and absolute discretion.

d. If there is a conflict between a State audit of this Contract and a COUNTY audit of this Contract, the State audit shall take precedence.

B.4 Closeout

a. CONTRACTOR shall submit a closeout report including a narrative of the project outcomes, an inventory of all equipment and property acquired or improved by HHIP funds, and a final financial report, upon termination or completion of the services specified in this Contract.

b. CONTRACTOR agrees to adhere to and comply with all the closeout procedures detailed below; including, but not limited to the following:

1. Disposition of program assets shall be determined by the COUNTY when the Contract is terminated.

2. CONTRACTOR shall submit within forty-five (45) days after the date of expiration of this Contract, all financial, performance, and other reports required by this Contract; and in addition, will cooperate in a program audit by the COUNTY.

3. Any unobligated/unexpended funds disbursed in advance to CONTRACTOR shall be returned to the COUNTY within thirty (30) days after the expiration of the Contract term, or in accordance with Section B.3.5.h, whichever occurs first. This obligation shall survive the termination of the Contract.

4. CONTRACTOR must account for any real and personal property acquired with HHIP funds.

5. Closeout will remain pending until all requirements are met and all outstanding issues with the CONTRACTOR have been resolved to the satisfaction of the COUNTY.

B.5 Homeless Management Information System

The HMIS is a local database application used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness in the COUNTY. CONTRACTOR must ensure that data on all persons served are entered into the countywide HMIS. HMIS is managed and operated by OHS. HMIS technical and data standards are set forth in the Final 2024 HMIS Data Standards, on file with OHS.

a. CONTRACTOR shall enter into a Memorandum of Understanding (MOU) with the HMIS Lead Agency where the CONTRACTOR agrees to share HMIS data with other HHIP funded agencies, unless prohibited by law.

b. CONTRACTOR is required to work with OHS staff to ensure the timely and accurate set-up of their HMIS program profile and to ensure the HMIS program profile is setup in a manner that accurately captures the data pertinent to CONTRACTOR's program. CONTRACTOR's program profile must be setup prior to CONTRACTOR submitting their first HHIP Disbursement Request form (see **EXHIBIT E – HHIP DISBURSEMENT REQUEST)**.

c. CONTRACTOR shall submit a copy of HMIS reports (see **EXHIBIT C.1 – HMIS CLIENT DATA REPORT SAMPLE**) with the monthly expenditure reports. In the case of Domestic Violence service providers or other agencies prohibited from entering data into HMIS, documentation from the HMIS lead agency certifying that the CONTRACTOR is using a comparable database shall be delivered to the COUNTY. The contact information for the "HMIS Lead Agency" is:

   Christopher Salazar, HMIS Lead
   San Bernardino County
   Office of Homeless Services
   560 E. Hospitality Ln., Ste. 200
   San Bernardino CA 92415-0044
   Christopher.Salazar@hss.sbcounty.gov
   Phone: 909-501-0610

d. CONTRACTOR must ensure all required data elements, as listed below, are entered into the HMIS system for HHIP participants, in a timely manner, and is inputted no later than two (2) working days after program entry. Services rendered to clients must be entered into HMIS no later than two (2) working days from date of service(s). All clients who exit the program must have an updated status in HMIS within two (2) working days from actual exit date. Failure to meet the above data inputting requirements will constitute a violation of the terms and conditions of this Contract. CONTRACTOR will be notified by OHS, and if not rectified, the Contract may be terminated at the COUNTY's sole and absolute discretion.

e. In addition to the timely entry of HMIS data, CONTRACTOR is required to enter accurate and complete data. The COUNTY will ensure CONTRACTOR adheres to Data Quality Standards, as established by HUD, and data entry requirements, as set forth in the HMIS MOU and the OHS Policy Handbook. The Data Quality Standards assess the data quality and completeness of the following Data Elements entered:

   1. Client Demographic Data

      i. Name

      ii. Social Security Number

      iii. Date of Birth

      iv. Race

v. Ethnicity

vi. Gender

vii. Veteran Status

2. Universal Data

i. Disabling Condition

ii. Project Start Date

iii. Project Exit Date

iv. Destination

v. Relationship to Head of Household

vi. Client Location

vii. Housing Move-in Date

viii. Living Situation

3. Common Program Specific Data Elements

i. Income and Sources

ii. Non-Cash Benefits

iii. Health Insurance

iv. Disability Elements

v. Physical Disability

vi. Developmental Disability

vii. Chronic Health Condition

viii. HIV/AIDS

ix. Mental Health Problem

x. Substance Abuse

xi. Domestic Violence

xii. Contact

xiii. Date of Engagement

xiv. Bed-Night Date

xv. Housing Assessment Disposition

4. Data Timeliness

    i. Entry Timeliness

    ii. Exit Timeliness

a. According to Data Quality Standards, CONTRACTOR is required to have a five-percent (5%) or less error rate to ensure data accuracy and less than a five-day lapse in timeliness for entry of data at time of client entry, services are rendered, and client exit. Any performance benchmarks not meeting these standards will be captured on CONTRACTOR's HMIS Data Quality Report Sample (see **EXHIBIT C.2 – HMIS DATA QUALITY REPORT)**. The report will be generated by CONTRACTOR and submitted month with expenditure reports. OHS will review reports and data deficiencies, if any, will be identified and discussed with CONTRACTOR to determine methods to remediate and/or improve data quality scores.
b. If CONTRACTOR continues to not meet data entry and data quality benchmarks, as established by HUD and set forth in the HMIS MOU and the OHS Policy Handbook, COUNTY may terminate Contract as set forth in Section I - CORRECTION OF PERFORMANCE DEFICIENCIES.
c. CONTRACTOR agrees to provide the COUNTY and/or the State access to HMIS data collected and entered into HMIS, upon request, and to participate in any statewide data initiative as directed by the State including, but not limited to, a statewide data integration environment.

HHIP REPORTING REQUIREMENTS

C.1 Detailed reports

a. CONTRACTOR shall submit reports containing, at minimum, the following information:

1. Amount awarded to CONTRACTOR with activity(ies) identified.
2. Contract expenditures.
3. Unduplicated number of homeless persons and households served by HHIP funds.
4. Unduplicated number of persons and households at imminent risk of homelessness served by HHIP funds.
5. Number of instances of service.
6. Increases in capacity for new and existing programs.
7. Number of unsheltered homeless persons and homeless households becoming sheltered.
8. Number of homeless persons and homeless households entering permanent housing.
9. Number of homeless persons and households successfully exited from HHIP (i.e., in permanent housing) that remain in permanent housing 12 months post-exit from HHIP.
10. Number of persons and households at imminent risk of homelessness successfully exited from HHIP (i.e., in permanent housing) that remain in permanent housing 12 months post-exit from HHIP.

C.2 Reporting Breakdown by Activity

a. CONTRACTOR will provide reports with a breakdown for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U.S. Department of Housing and Urban Development (HUD):

1. Chronically homeless

2. Homeless veterans

3. Unaccompanied homeless youth

4. Homeless persons in families with children

Note: Counts by subpopulation will not be required in cases where that information is unavailable but is expected in cases where client information is entered in the Homeless Management Information System (HMIS).

EXHIBIT C.2

HMIS CLIENT DATA REPORT SAMPLE

Program Roster Report | **SAMPLE** | **Agency Name**

Active within 06/01/2023 thru 06/30/2023

Housing Move-in: Undefined = Unknown HoH or adjusted Move-in is Null, = Non PH Project, **A:** Assessments, **S:** Services, **CN:** Case Notes

You can find more information about adjusted Move-In Date at the Help Center Article

Head of Household (HoH) Unique Identifiers are listed in bold text. Household members are grouped together with the HoH.

Client	Unique Identifier	Birth Date	Age At Entry	Current Age	Enroll Date	Exit Date	LOS	Housing Move-in	A	S	CN	Assigned Staff
Program: Sample Project Name												
Client 1	**ABC12345**	99/99/9999	43	45	09/30/2021	-	639	undefined	1	0	0	A. Admin
Client 2	**DEF12345**	11/11/1111	57	66	07/11/2014	-	3,277	07/11/2014	10	0	0	A. Admin
Client 3	**GHI12345**	22/22/2222	47	56	08/15/2014	-	3,242	08/15/2014	10	0	0	A. Admin
Client 4	**JKL12345**	33/33/3333	23	26	04/03/2020	-	1,184	undefined	5	0	0	A. Admin
Client 5	**MNO12345**	44/44/4444	36	48	03/08/2011	-	4,498	03/08/2011	13	0	0	A. Admin
Client 6	**PQR11111**	66/66/6666	47	61	03/10/2010	-	4,861	03/10/2010	11	0	0	A. Admin
Client 7	STU12345	55/55/5555	53	64	05/05/2012	-	4,074	05/05/2012	12	0	0	A. Admin
Client 8	**VWX22222**	77/77/7777	53	56	12/30/2019	-	1,279	12/30/2019	4	0	0	A. Admin
Client 9	**YZ123456**	88/88/8888	55	58	11/24/2020	-	949	undefined	3	0	0	A. Admin
Client 10	**BAC11111**	-	-	-	05/10/2023	-	52	undefined	0	0	0	A. Admin
Client 11	**CAD22222**	10/10/1010	60	60	05/18/2023	-	44	05/18/2023	0	0	0	A. Admin

Number of Enrollments: 11

Number of Unique Clients: 11

Number of Households: 10

1 / 1

Tue Aug 1 09:15:38 AM 2023

Powered By CLARITY HUMAN SERVICES

EXHIBIT C.2

HMIS DATA QUALITY REPORT SAMPLE

HMIS Data Quality Report [FY 2023]

Agency Name
CoC Category Filter: Agency CoC
Date Range: 10/01/2022 thru 06/30/2023

Q3. Universal Data Elements
Program Applicability: All Projects

Data Element	Error Count	% of Error Rate
Veteran Status (3.7)	0	0%
Project Start Date (3.10)	0	0%
Relationship to Head of Household (3.15)	0	0%
Client Location (3.16)	0	0%
Disabling Condition (3.8)	0	0%

Q4. Income and Housing Data Quality
Program Applicability: All Projects

Data Element	Error Count	% of Error Rate
Destination (3.12)	1	0.12%
Income and Sources (4.2) at Start	0	0%
Income and Sources (4.2) at Annual Assessment	0	0%
Income and Sources (4.2) at Exit	0	0%
Non-Cash Benefits (4.3) at Start	0	0%
Non-Cash Benefits (4.3) at Annual Assessment	0	0%
Non-Cash Benefits (4.3) at Exit	0	0%

Q5. Chronic Homeless
Program Applicability: ES, SH, Street Outreach, TH & PH(All)

Starting into project type	Count of total records	Missing time in institution (3.917.2)	Missing time in housing (3.917.2)	Approximate Date started (3.9.17.3) **Missing**	Number of times (3.9.17.4) **DK/R/missing**	Number of months (3.9.17.5) **DK/R/missing**	% of records unable to calculate
ES, SH, Street Outreach	0			0	0	0	0%
TH	0	0	0	0	0	0	0%
PH (all)	512	0	0	0	0	0	0%
Total	512						0%

Q6. Timeliness Program Applicability: All Projects		
Time for Record Entry	Number of Project Start Records	Number of Project Exit Records
0 days	518	634
1-3 days	352	81
4-6 days	33	49
7-10 days	4	22
11+ days	12	37

Q7. Inactive Records: Street Outreach and Emergency Shelter Program Applicability: Street Outreach & ES-Night By Night			
Data Element	# of Records	# of Inactive Records	% of Inactive Records
Contact (Adults and Heads of Household in Street Outreach or ES-NbN)	0	0	0%
Bed Night (All clients in ES-NbN)	0	0	0%

Programs Included in Dataset

Agency	Program Name

EXHIBIT D

EXPENDITURE REPORT

HOUSING and HOMELESSNESS INCENTIVE PROGRAM MONTHLY EXPENDITURES REPORT					
Agency:				COUNTY USE ONLY	
Contract #				TOTAL EXPEDITURES	
Project Name:		Month/Year:	Invoice #:		
				INELIGIBLE EXPEDITURES	
		Service Date From:	Service Date To:		
				TOTAL ELIGIBLE EXPEDITURES	
Contract Period:	02/2024-12/31/2024			$ -	
SUMMARY					
Contract Amount	Interest Accrued (Cumulative)	Current Month Expenditures	Prior Expenditures	Cumulative Expenditures	Balance Remaining
$ -		$ -	$ -	$ -	$ -

I CERTIFY THAT, (a) all applicable provisions under the terms of the contract and the Housing and Homelessness Incentive Program regulations have been complied with; (b) all applicable laws have been complied with; and (c) I understand I may be required to repay the County of San Bernardino for ineligible expenditures or ineligible payments inadvertently approved for disbursement.

PREPARED BY (signature):	PHONE #	APPROVED BY (signature):	PHONE #:
PRINT NAME AND DATE:		PRINT NAME AND DATE:	

I CERTIFY THAT, (a) the County of San Bernardino, as grantee of HHIP, has not previously been billed for the cost covered by this invoice, (b) funds have not been received from the Federal Government or expended for such costs under the terms of the contract agreement or grant pursuant to 2 CFR Part 200: (c) all applicable provisions under the terms of the contract agreement and grant regulations have been complied with; (d) all applicable laws have been complied with, and (e) I understand I may be required to repay the County or HUD for ineligible expenses inadvertently approved for reimbursement.

COUNTY USE ONLY			
Audited By (signature):	Date:	Verified By (signature):	Date:
Print Name:		Print Name:	
Approved By (signature):		Date:	
Print Name:			

EXHIBIT E

DRAW REQUEST

HOUSING AND HOMELESSNESS INCENTIVE PROGRAM - DISBURSEMENT REQUEST					
Agency:				COUNTY USE ONLY	
Region:				REQUEST NUMBER	
Project Name:		Date of Request:		CONTRACT AMOUNT	
				DISBURSEMENTS	
Contract Number:		Service Date From:	Service Date To:	SUBTOTAL	$ -
				AMOUNT APPROVED	
Contract Period:				CONTRACT BALANCE	$ -

FUNDING REQUEST SUMMARY					
Contract Amount	Interest Accrued (Cumulative)	Current Funding Request	Prior Requests	Cumulative Funding Requests	Balance Remaining
		$ -	$ -	$ -	$ -

Provide a complete explanation below for each the following:

1. Attach detailed backup demonstrating applicable expenditures incurred by agency per the scope of work.
   Use Funding Request - Expenditures and Funding Request - Number Served forms to breakdown expenditures and
2. Add any other explanation(s) pertinent to this funding request (e.g., why amount invoiced for one of the categories in the Operational Budget is lower than annual budget projections).
3. Provide the following broken out by applicable category in the Operatoinal Budget; total expenses incurred, total contract amount expended to date (including the amount of the current draw request), and total funds unspent/remaining per category.

Page 1

I CERTIFY THAT, (a) the County of San Bernardino, as grantee of HHIP, has not previously been billed for the cost covered by this invoice, (b) funds have not been received from the State of California or expended for such costs under the terms of the contract agreement or grant pursuant to 2 CFR Part 200: (c) all applicable provisions under the terms of the contract agreement and grant regulations have been complied with; (d) all applicable laws have been complied with, and (e) I understand I may be required to repay the County or State for ineligible expenses inadvertenly approved for reimbursement.

PREPARED BY (signature):	PHONE #:	APPROVED BY (signature):	PHONE #:
Print Name:	Date:	Print Name:	Date:

HOUSING AND HOMELESSNESS INCENTIVE PROGRAM - Funding Request form must be approved

COUNTY USE ONLY			
Audited By (signature):	Date:	Approved by (signature):	Date:
Print Name:		Print Name:	

File #: 25-0111
Agenda #: F.

Agenda Date: 3/25/2025
Category: Consent Calendar

FROM:
Administrative Services

SUBJECT:
Designation of Applicant's Agent Resolution (Cal OES 130) for Disaster Assistance

RECOMMENDATION:
Approve Cal OES Form 130, Designation of Applicant's Agent Resolution for Non-State Agencies, designating the City of Fontana's authorized agents to provide required assurances and execute agreements for the purpose of obtaining disaster relief and emergency assistance for all open and future disasters for up to three (3) years following the date of approval.

COUNCIL GOALS:

- Improve public safety by minimizing impacts from disasters through emergency and disaster preparedness.
- Practice sound fiscal management by pursing grant opportunities.
- Concentrate on Inter-governmental relations by pursuing financial participation from county, state and federal governments.

DISCUSSION:
In order to be eligible for potential assistance related to a proclaimed disaster, Cal OES Form 130, Designation of Applicant's Agent Resolution for Non-State Agencies, is required to be approved before any disbursement of funding. The form may be effective for a specific disaster or for up to three (3) years.

Staff recommends the approval of the Cal OES Form 130 for a three-year term.
This action ensures the City remains prepared to receive disaster assistance funding without delay. Without this designation, the City may face administrative obstacles that could impact its ability to secure timely financial support for response and recovery efforts.

The attached Cal OES Form 130 designates City of Fontana staff to act as the City's authorized agents to provide required assurances and execute agreements necessary to obtain disaster assistance funding from the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES).

FISCAL IMPACT:
There is no direct fiscal impact associated with the adoption of Cal OES Form 130. However, approval enables the City to seek disaster assistance through the State.

MOTION:

Approve staff recommendation.

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council (Governing Body) OF THE City of Fontana (Name of Applicant)

THAT City Manager (Title of Authorized Agent), OR

Deputy City Manager (Title of Authorized Agent), OR

Emergency Services Coordinator (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Fontana (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM),** under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the City of Fontana (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

DESIGNATION OF APPLICANT'S AGENT RESOLUTION NON-STATE AGENCIES

OES-FPD-130 (Rev. 10-2022)

Please check the appropriate box below

☑ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.

☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s):_____

Passed and approved this__day of _____, 20____

_____
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

CERTIFICATION

I,_____, duly appointed and City Clerk of
(Name) (Title)
City of Fontana, do hereby certify that the above is a true and
(Name of Applicant)
correct copy of a resolution passed and approved by the City Council
(Governing Body)
of the City of Fontana on the_____ day of _____, 20___.
(Name of Applicant)

_____ City Clerk

(Signature) (Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. Titles Only: The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.

2. Names and Titles: If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.

Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."

File #: 25-0113
Agenda #: G.

Agenda Date: 3/25/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve award and authorize a Agreement with JK Mosaic, LLC for Outdoor Public Artwork Services at the Downtown Parking Structure (DE-24-145-SQ)

RECOMMENDATION:
1. Award and authorize the City Manager to execute a Agreement with JK Mosaic, LLC for Outdoor Public Artwork Services at the Downtown Parking Structure in the amount of $134,353.41.

2. Approve and authorize the City Manager to execute any future amendments to the Agreement.

COUNCIL GOALS:
- To operate in a businesslike manner by creating a memorable customer experience with every interaction.
- To promote economic development by pursuing business attraction, retention, and expansion.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by improving aesthetics of the community.

DISCUSSION:
As part of its Downtown revitalization objective, the City is committed to enhancing public spaces through the integration of public art. As part of this initiative, the City issued a Request for Qualification (RFQ) in February and June 2024, seeking qualified artists or firms to provide outdoor public artwork services. The RFQ aimed to secure artwork that aligns with the City's vision, reflects the community's cultural identity, and enhances the aesthetic appeal of public spaces.

On February 8, 2024, the Request for Qualification was initially posted, receiving two (2) submissions. Due to the limited response, the RFQ was reposted on June 6, 2024, resulting in five (5) submissions. After evaluating these submissions, two (2) artists were interviewed; however, their qualifications did not fully align with the objectives of the project and the City's procurement process.

Following the reposting, the City received a total of four (4) additional proposals. After thorough evaluations were conducted, JK Mosaic, LLC was identified as the most qualified entity based on artistic merit, experience, project feasibility, and alignment with the City's objectives.

The scope of work under this agreement includes concept development, the fabrication of mosaic glasswork, and the installation of the artwork at the City's Downtown Parking Structure. The contract amount for these services will not exceed $134,353.41 and is funded by Assemblymember Gomez Reyes' Downtown Revitalization Grant. The work is anticipated to be completed by May 2026.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $134,353.41 and is included under grant project #37600075-301-A-8113.

MOTION:
Approve staff recommendation.

CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT
(DE-24-145-SQ)

This Agreement is made and entered into as of xxxx, 2025 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City"), and JK Mosaic, LLC, a Limited Liability Corporation with its principal place of business at 261 Porter Creek Road, Elma, Washington 98541 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Outdoor Public Artwork Services (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $134,353.41. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or

the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be from **March 25, 2025** to **May 31, 2025**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. 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 but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) 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.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Agreement
(8) Property Damage
(9) Independent Contractors Coverage

(iv) 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.

(v) The policy shall give City, its officials, 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.

(vi) 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.

b. Automobile Liability

(i) 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.

(ii) 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).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) 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.

c. Workers' Compensation/Employer's Liability

(i) 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.

(ii) 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.

d. Professional Liability (Errors and Omissions)

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 endorsed to include contractual liability applicable to this Agreement and 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.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 combined single limit
Employer's Liability	$1,000,000 per accident or disease
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) 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.

f. Evidence Required

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.

g. Policy Provisions Required

(i) 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.

(ii) 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, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) 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.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a 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.

(v) 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.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) 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.

i. Additional Insurance Provisions

(i) 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.

(ii) 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.

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

(iv) 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.

j. Subconsultant Insurance Requirements. 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.

12. Indemnification.

a. 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. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (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.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the 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.

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

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor 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 subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination

occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Jennifer Kuhns as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of Fontana	JK Mosaic, LLC
8353 Sierra Avenue	261 Porter Creek Road
Fontana, California 92335	Elma, Washington 98541
Attn: Mae Lynn Alcantara, Engineering Dept.	Attn: Jennifer Kuhns

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. 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 other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. 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. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. 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.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

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

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. 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. 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.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT

CITY OF FONTANA

By: _____
Matthew C. Ballantyne
City Manager

Attest:

By: _____
Germaine McClellan Key
City Clerk

By: _____
Phillip Burum
Deputy City Manager

Approved as to form:

_____
Best Best & Krieger LLP
City Attorney

_____
Gia Kim
Public Works Director / City Engineer

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

_____
Jessica Brown
Chief Financial Officer

VENDOR NAME

By: _____
Jennifer Kuhns
Mosaic Artist

_____
Sid Lambert
Purchasing Manager

EXHIBIT A

Scope of Services
-Attached Behind This Page-

ESTIMATE

JK Mosaic, LLC
261 Porter Creek Road
261 Porter Creek Rd.
Elma, Washington 98541
United States

Phone: 3604828024
Mobile: 360-870-0356
www.jkmosaic.com

BILL TO
City of Fontana

Estimate Number:	554
Estimate Date:	January 9, 2025
Valid Until:	February 8, 2025
Estimate Total (USD):	**$134,353.41**

Items	Quantity	Price	Amount
Labor Artist and assistant labor	220.2	$300.00	$66,060.00
Glass Glass from NW Art Glass purchase	225	$50.00	$11,250.00
Materials Mesh, thinset, grout, etc.	225	$50.00	$11,250.00
Travel Estimated travel expenses	1	$2,000.00	$2,000.00
Professional installation Cost for custom installation averages $2500/day for a 2-person crew	5	$2,500.00	$12,500.00
Design Fee Artist fee and scaling/printing of template	1	$10,000.00	$10,000.00
Delivery Transportation of items/crating/shipping	1	$1,500.00	$1,500.00
Contingency approximately 10%	1	$12,000.00	$12,000.00

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Subtotal:	$126,560.00
Fontana 7.75%:	$7,793.41
Total:	$134,353.41
Estimate Total (USD):	**$134,353.41**

Notes / Terms

Estimate is based on measurements of 13' 10"' x 15' 11"' (220.18 s.f.) with above average complexity: a stained glass mosaic that covers the entire surface. The mosaic would be fabricated in sections on fiberglass mesh in my studio, and transported to the
site (either shipped in crates or I might be able to drive it there.) It would be delivered ready to install by a professional team, with my supervision. The contingency fee is to cover any potential changes, unforeseen costs, licensing fees, admin, insurance, etc. I can provide a certificate of insurance and I am licensed and bonded as a specialty contractor in the State of WA. *The design proposed is still in draft form and would be refined further before fabrication.

EXHIBIT B

Schedule of Charges/Payments

The schedule of payments will be as follows:

- First payment of $33,588.35 – made after completion of Initiation phase
- Second payment of $33,588.35 – made after the completion of Fabrication phase
- Third payment of $33,588.35 – made after the Mosaic fabrication phase
- Last payment of $33,588.36 – made after completion of Installation

Each phase of the project is shown on Exhibit C – Activity Schedule.

Consultant will send invoices to the City and include with each invoice a detailed progress report that indicates the amount of budget spent on each task.

EXHIBIT C

Activity Schedule
-Attached Behind This Page-

Fontana Mosaic Mural Project Timeline

At-a-glance

INITIATION

Final design, submit required paperwork, scaling of template, ordering materials

2025
March

FABRICATION

Begin mosaic fabrication: cutting stained glass/adhering to fiberglass mesh

2025
May

COMPLETION OF MOSAIC

Mosaic fabrication completed

2026
Feb

FINAL PREP

Pre-grouting, final measurements and adjustments, building crates for transportation

2026
March

INSTALLATION

Delivery of mosaic, Jennifer travels to Fontana to manage installation

2026
May

FONTANA
CALIFORNIA

ESTIMATE

JK Mosaic, LLC
261 Porter Creek Road
261 Porter Creek Rd.
Elma, Washington 98541
United States

Phone: 3604828024
Mobile: 360-870-0356
www.jkmosaic.com

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261 Porter Creek Road
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At-a-glance

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2026
March

INSTALLATION

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2026
May

8353 Sierra Avenue
Fontana, CA 92335

File #: 25-0114
Agenda #: H.

Agenda Date: 3/25/2025
Category: Consent Calendar

FROM:
Police Department

SUBJECT:
Police Department Monthly Information Update

RECOMMENDATION:
Accept the Police Department monthly information update for January 2025.

COUNCIL GOALS:

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Increase citizen involvement by informing the public about issues, program, and accomplishments.
- Concentrate on Inter-governmental relations by establishing partnerships and positive working relationships with other public agencies providing services to residents and local businesses.

DISCUSSION:
The January 2025 monthly information report has been completed. Once the report is accepted by the City Council it will be featured on the Department website.

FISCAL IMPACT:
There is no fiscal impact.

MOTION:
Approve staff recommendation.

POLICE DEPARTMENT MONTHLY REPORT

January 2025

KA1

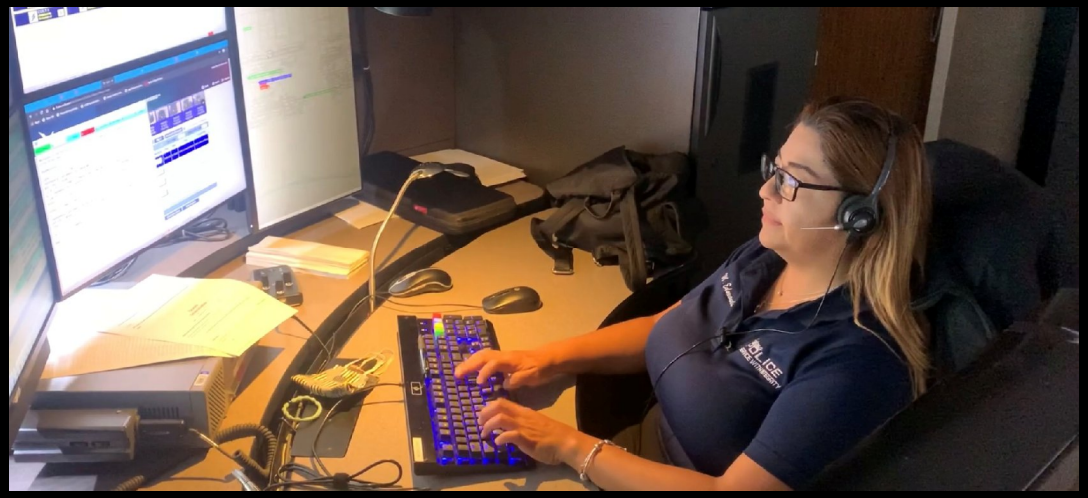
NOTEWORTHY EVENTS

- Fontana Police Special Operations seized over 200 kilos of cocaine, 10 pounds of methamphetamine, over 30,000 fentanyl pills, and dismantled an active methamphetamine lab. In addition to the narcotics seized, they seized 61 illegal firearms.
- Chief Dorsey hosted a Business Watch Forum.
- Fontana Police participated in the annual “Shop with a Senior” event at Walmart, providing support to over 20 Fontana seniors.
- ICAC Investigators arrested several individuals for possession of child pornography.
- Fontana Police Detectives investigated a homicide of a local business owner. The investigation led to the identification and arrest of the suspect.
- Fontana Police conducted an on-line public awareness campaign relating to the dangers of electric bicycles/motorcycles.

Slide 2

KA1 Kevin Anderson, 2/9/2021

POLICE
POLICE
POLICE
POLICE



CITYWIDE

- Priority 1 response time- 5:15 (Emergency calls like subject not breathing, shots fired, and other immediate risk to life/safety)
- Calls for service- 9,375
- Total Traffic Accidents- 207
  - Non-Injury-157, Injury – 50
- Total arrests- 645
  - Hispanic- 441, White- 91 , Black- 93, All other races- 20
- Total Group A Offenses- 721
  - Crimes Against Persons- 133
  - Crimes Against Property- 343
  - Crimes Against Society- 245

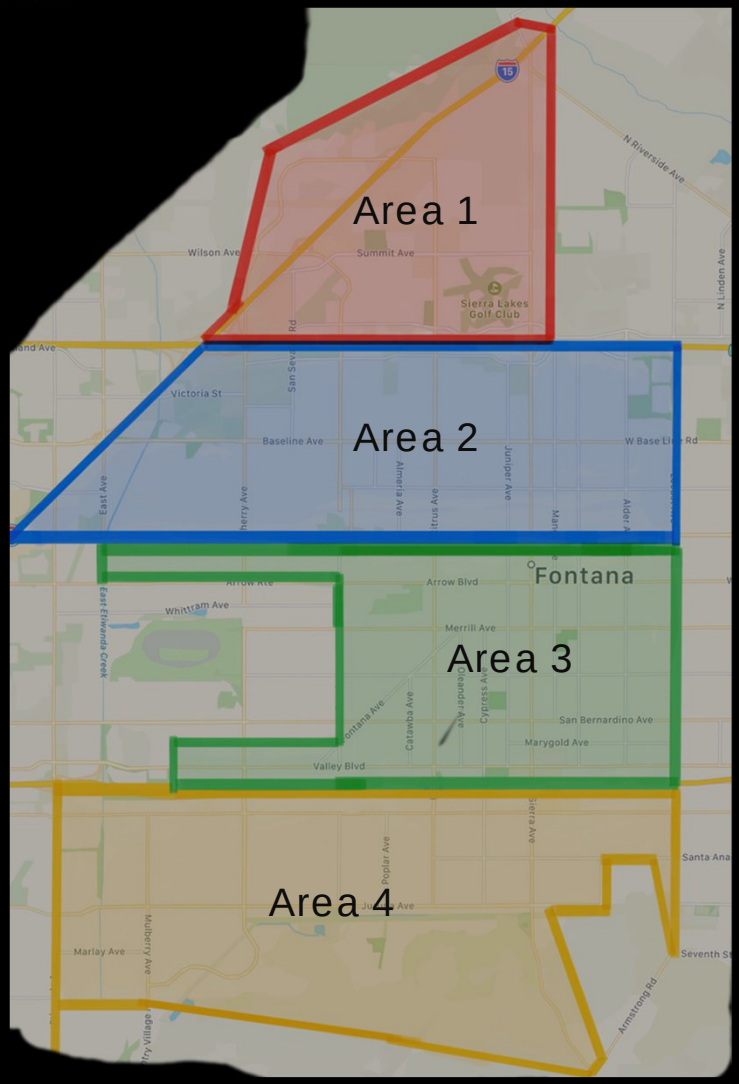
CITYWIDE

- Crimes Against Person- 133
  - Homicide- 2
  - Sex Offenses- 6
  - Assault- 119
  - Kidnapping- 3
  - Other- 3
- Crimes Against Property- 342
  - Robbery- 11
  - Burglary- 17
  - Larceny- 160
  - Destruction of Property- 33
  - Fraud- 30
  - Possession of Stolen Property- 40
  - Motor Vehicle Theft- 41
  - Other Miscellaneous Property Crimes- 10
- Crimes Against Society- 207
  - Drug and Paraphernalia Possession- 172
  - Possession of Child Pornography- 9
  - Possession of Weapons- 26
  - Other Miscellaneous Crimes- 0

CRIMES BY BEAT

- Police Department Beat system is NOT geographically the same as City Council representation Districts

- Beat 1- All area north of 210 Freeway
- Beat 2- All area south of 210 Freeway and north of Foothill
- Beat 3- All area south of Foothill and north of 10 Freeway
- Beat 4- All area south of the 10 Freeway



BEAT 1

AREA COMMANDER IS LIEUTENANT KYLE SLUSSER
EMAIL- KSLUSSER@FONTANACA.GOV
DESK- (909) 350-7716

- Total Group A Offenses- 65
- Crimes Against Persons- 10
- Crimes Against Property- 50
- Crimes Against Society- 5

BEAT 2

AREA COMMANDER IS LIEUTENANT MATT KRAUT
EMAIL- MKRAUT@FONTANACA.GOV
DESK- (909) 356-7142

- Total Group A Offenses- 148
- Crimes Against Persons- 32
- Crimes Against Property- 78
- Crimes Against Society- 38

BEAT 3

AREA COMMANDER IS LIEUTENANT CHRIS TUSANT
EMAIL – CTUSANT@FONTANACA.GOV
DESK – (909) 350-7706

- Total Group A Offenses- 321
- Crimes Against Persons- 67
- Crimes Against Property- 126
- Crimes Against Society- 128

Beat 4

AREA COMMANDER IS LIEUTENANT SCOTT SNYDER
EMAIL – SSNYDER@FONTANACA.GOV
DESK – (909) 350-7707

- Total Group A Offenses- 148
- Crimes Against Persons- 24
- Crimes Against Property- 88
- Crimes Against Society- 36

ADDITIONAL USEFUL INFORMATION

- For more information regarding specific geographical crime data, visit www.crimemapping.com and enter your zip code
- Police Department information line- (909) 350-7740
- Police Department Dispatch non-emergency line- (909) 350-7700
- Anonymous crime reporting (909) 356-TIPS to leave a recorded message
- Report Graffiti on City Property- (909) 350-GONE
- Office of the Chief- (909) 350-7702 or mdorsey@fontanaca.gov

File #: 25-0121
Agenda #: I.

Agenda Date: 3/25/2025
Category: Consent Calendar

FROM:
Administrative Services

SUBJECT:
Accept and Approve Fontana City Council Priorities for 2025

RECOMMENDATION:
Approve Council Priorities for 2025

COUNCIL GOALS:

- Promote economic development by being business friendly at all levels and striving to constantly improve the city's competitiveness.
- Increase citizen involvement by informing the public about issues, program, and accomplishments.
- Practice sound fiscal management by producing transparent information in a timely matter.
- Invest in the City’s infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.

DISCUSSION:
On January 30, 2025, the Fontana City Council met with all city executive staff and were presented with reports of progress, performance, and challenges from each city department. There were extensive questions and conversation after each presentation.

After considering the departmental information, the City Council presented staff with 12 priorities for calendar year 2025. These priorities consisted of the following:

1. Measure T Allocation Policy
2. Short Term Rentals Analysis
3. Park Monitoring Plan
4. Establishment of a Navigation Center
5. CCA Participation Evaluation
6. Truck Route Management Plan and Enforcement
7. Downtown Safety Initiative
8. Community Facility Master Funding Program
9. Update Emergency Preparedness Plan, Routing, and Wildfire Management
10. Direction on Animal Control
11. Review and Advocacy for Improvements to Firebird & Acosta Circuits to mitigate possible SCE PSPS events
12. Pre 2028 Summer Olympic Engagement/Support

The Fontana City Council is requested to affirm their acceptance and approval of these 12 priorities for 2025.

FISCAL IMPACT:
There is no direct fiscal impact from this item. Initiatives that are developed based on this directed analysis will be brought forward separately, with any fiscal impact presented in those initiatives.

MOTION:
Approve staff recommendation

8353 Sierra Avenue
Fontana, CA 92335

File #: 25-0124
Agenda #: J.

Agenda Date: 3/25/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Award a Design-Build Contract for the Downtown West Parking Structure Project (DE-24-132-SQ-01).

RECOMMENDATION:
1. Award and authorize the City Manager to enter into a Design-Build Contract with McCarthy Building Companies, Inc. for the Downtown West Parking Structure Project in the amount of $20,672,583.00 and authorize a contingency in the amount of $2,067,258.30 (Bid No. DE-24-132-SQ-01).

2. Approve and authorize the City Manager to execute future individual Design-Build Contract Change Orders not exceeding the Contingency amount for the Downtown Parking Structure Project (DE-24-132-SQ-01).

3. Authorize the City Manager to execute any and all utility agreements, utility easement, and any related items on behalf of the City of Fontana for the Downtown West Parking Structure Project (Bid No. DE-24-132-SQ-01).

COUNCIL GOALS:
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by focusing on relief of traffic congestion.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by creating and promoting community through people, parks, and programs.

DISCUSSION:
The City of Fontana's Capital Improvement Program Budget includes the Downtown West Parking Structure Project ("Project"). The Project is to construct a 5-tier parking structure to include the installation of five hundred one (501) parking stalls. The proposed Project is located within the City of Fontana and is bound by Arrow Blvd. to the south, by Nuevo Ave. to the west, by Spring St. to the north, and by an alley to the east. The intent of the structure is to serve the planned downtown area, also known as the "Forge District", which will include an office building and hotel to be constructed adjacent to the Project by others at a later date.

On February 1, 2024, the City issued a Request for Qualifications (RFQ) for Design-Build Entities for the Project to seven hundred twenty (720) bidders and fifty-nine (59) downloaded the RFQ. A total of four (4) Statement of Qualifications (SOQ) were received. After evaluation, all four (4) firms were qualified to be invited to the Request for Proposals (RFP) phase. The firms were:

- Bomel Construction Co., Inc.
- Largo Concrete, Inc.
- McCarthy Building Companies, Inc.
- Swinerton Builders

On October 3, 2024, the City issued a Request for Proposals (RFP) for Design-Build Entities to the four (4) firms who met the qualifications. On December 12, 2024, the bids were closed with a total of three (3) proposals received. After the proposal evaluations, McCarthy Building Companies, Inc. was ranked first and invited to a scope and fee refinement meeting.

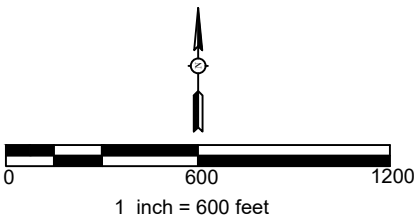
Ranking	**Cost Proposal Budget**
1. McCarthy Building Companies, Inc.	$17,433,083.00
2. Bomel Construction Co., Inc.	$17,250,000.00
3. Swinerton Builders	$20,231,735.00

At the conclusion of the scope and fee refinement process, staff selected McCarthy Building Companies, Inc. for the Design-Build Contract in the amount of $20,672,583.00.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $22,739,841.30 for the full term of the contract and included in the 2024-2025 budget as follows: 37600067-601-A-8330 ($15,000,000.00); 37600067-632-A-8330 ($5,672,583.00); and 37600067-632-A-8331 ($2,067,258.30).

MOTION:
Approve staff recommendation.

DOWNTOWN WEST PARKING STRUCTURE PROJECT



DESIGN-BUILD CONTRACT BETWEEN
CITY OF FONTANA
AND [*INSERT DBE NAME***]**
FOR THE DOWNTOWN WEST PARKING STRUCTURE PROJECT
TRACKING NUMBER DE-24-132-SQ-01

This Design-Build Contract ("Contract") is made and entered into this___ day of _____, 20__ by and between the City of Fontana, (hereinafter referred to as "Agency") and **[***INSERT DBE NAME***]** (hereinafter collectively referred to as "Design-Build Entity" or "DBE"). Agency and DBE are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. Agency desires to enter a single project for the turnkey design and construction for the Downtown Parking Structure project ("Project") as set forth in this Contract. Because of the unique nature of the Project, Agency desires to engage a single design-build entity to engineer and implement the Project.

B. The DBE submitted a Proposal for the Project, which was selected as providing the best-value for the Project.

C. DBE desires to perform and assume responsibility for the provision of the design and construction services, and such other services as required by the Agency on the terms and conditions set forth in this Contract and DBE represents that it is experienced in providing professional planning, design, and construction services to public entities, is appropriately licensed in the State of California to perform such services, and is familiar with the Scope of Work.

TERMS

1. Incorporation of Contract Documents.

The above referenced recitals are true and correct and are incorporated into this Contract by this reference. This Contract includes and hereby incorporates in full by reference the following Contract Documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

(a) Design-Build Contract
(b) Attachment 1 to this Contract – Scope of Services
(c) Attachment 1-1 to this Contract – Proposal
(d) Attachment 2 to this Contract - General Conditions
(e) Attachment 3 to this Contract – Special Conditions
(f) Attachment 4 to this Contract – Performance Bond
(g) Attachment 5 to this Contract – Payment Bond
(h) Attachment 6 to this Contract – Rate Schedule
(i) Attachment 7 to this Contract – Workers' Compensation Certification
(j) Request for Proposal ("RFP") and all addenda, attachments and appendices

SAMPLE

(k) Request for Qualifications ("RFQ") and all addenda, attachments and appendices
(l) Design-Build Entity Statement of Qualifications in response to Request for Qualifications
(m) Agency approved Change Orders
(n) Completed and approved Construction Documents in accordance with the General Conditions

2. The DBE's Basic Obligations; Compensation.

The DBE promises and agrees, at its own cost and expense, to furnish to the Agency all design and construction services, labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project as described in the Contract Documents (hereinafter the "Scope of Work" of "Work").

Agency shall pay to the DBE as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars ($_____) ("Contract Price"). Payment shall be made as set forth in the General Conditions. Unless otherwise stated in the Contract Documents, the Contract Price shall pay for all costs and expenses required to design and construct the Project.

3. Standard of Care.

The DBE's performance shall be consistent with the standards set forth in the Contract and the General Conditions. The DBE warrants to Agency that all Design Work will be performed in accordance with the highest professional standards and degree of care applicable to those design professionals who specialize in designing and providing services for projects of the type, scope, quality and complexity of the Project utilizing the Design-Build contracting mode. The DBE warrants to Agency that all labor, materials, equipment and furnishings used in, or incorporated into, the Construction Work will be of good quality, new (unless otherwise required or permitted by the Contract Documents), and all work will be free of liens, claims and security interests of third parties; that the work will be of the highest quality and free from defects and that all work will conform with the requirements of the Contract Documents. The DBE shall supervise, inspect, and direct the Project competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Project in accordance with the Contract Documents. The DBE shall be solely responsible for the means, methods, techniques, sequences, and procedures of design and construction of the Project. DBE shall perform, at its own cost and expense and without reimbursement from the Agency, any services necessary to correct errors or omissions which are caused by the DBE's failure to comply with the standard of care provided for herein.

4. Period of Performance; Liquidated Damages.

Time is of the essence. The DBE guarantees that it shall perform and complete all Work required by the Contract Documents for completion by the Project Completion Date. The Project Completion Date shall be [***INSERT CALENDAR DAYS***] from the commencement date stated in the Notice to Proceed with Construction.

The DBE agrees that it shall be liable to the Agency for liquidated damages in an amount of **five thousand Dollars ($5,000.00)** per day for each and every calendar day beyond the Project Completion Date that completion of the Project has not been achieved at the Project Site. If not completed by the Project Completion Date, it is understood that the Agency will suffer damage, and that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the Agency will sustain in the event of and by reason of the DBE's failure to complete the work, and therefore the DBE shall pay to the Agency the stipulated sum as fixed and liquidated damages and not as a penalty. Any money due or to become due the DBE may be retained to cover liquidated damages.

In compliance with the provisions of California Public Contract Code section 7102, the DBE will be compensated for damages incurred due to delays in completing the Work by the Project Completion Date due solely to the fault of the Agency, where such delay to the critical path is unreasonable under the circumstances and not contemplated by the parties, and such delay is not the result of Additional Work. The DBE and Agency agree that determining actual damages is impracticable and extremely difficult. As such, the DBE shall be entitled to the appropriate time extension and to payment of liquidated damages in an amount of f**ive thousand Dollars ($5,000.00)** per day for each and every calendar day in excess of the Project Completion Date. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The amount of reverse liquidated damages shall be reduced by DBE's concurrent delays. The DBE expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this Article.

5. Approval of Design; Commencement of Construction.

(a) The Scope of Work shall consist of two phases: the Construction Document Phase and the Construction Phase. The Agency shall issue a Notice to Proceed for each Phase.

(b) The DBE shall commence the Construction Document Phase after receipt of Agency's Notice to Proceed and complete the Construction Document Phase work within [***INSERT CALENDAR DAYS***] days of the Notice to Proceed date. The design shall consist of preparation of the Construction Documents as set forth in the General Conditions. The Bridging Documents may be utilized to assist in scoping the Project, but responsibility for the design shall rest solely with the DBE.

(c) DBE shall submit the following to Agency for approval:

(i) 60% Construction Documents;

(ii) 90% Construction Documents; and

(iii) 100% Construction Documents.

(d) The Agency's review and approval of the design shall not relieve the DBE from its responsibilities under the Contract. Such review shall not be deemed an approval or waiver by the Agency of any deviation from, or of the DBE's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the Document submitted by the DBE and approved by the Agency. The

Agency Representative, or an Agency Engineer designated to review and approve Construction Documents, shall be authorized to approve the Construction Documents and any amendments or changes to the design.

(e) The Contract Schedule shall indicate the time for the Agency to review the proposed Construction Documents and shall provide a reasonable time for review of same, not less than 21 days. DBE shall not be entitled to damages, liquidated or otherwise, for any delays during the Construction Document Phase.

(f) DBE shall not commence construction until the Agency approves the completed Construction Documents and issues a Notice to Proceed with Construction. DBE may request a Notice to Proceed with Construction prior to completion of the 100% Construction Documents, and Agency may issue same, provided that DBE shall not construct any portion of the Project until the design of such portion has been approved. The Project Completion Date shall run from the Notice to Proceed with Construction even if issued prior to completion of the 100% Construction Documents. DBE shall not commence construction unless the Contract Price has been determined.

6. Agency's Representative.

The Agency hereby designates Christopher Smethurst or his or her designee, as the person to act as its representative for the performance of this Contract ("Agency's Representative"). The Agency's Representative shall be authorized to act as liaison between Agency and the DBE in the administration of this Contract and all work on the Project. The Agency's Representative shall have the power to act on behalf of the Agency for all purposes under this Contract, including for the purpose of approving the design. Agency may designate new and/or different individuals to act as Agency's Representative from time to time upon written notice to the DBE.

7. DBE's Representative.

The DBE hereby designates [***INSERT NAME***], or his or her designee, to act as its representative for the performance of this Contract ("DBE's Representative"). DBE's Representative shall have full authority to represent and act on behalf of the DBE for all purposes under this Contract. DBE's Representative shall supervise and direct all work on the Project, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the work pursuant to this Contract.

8. DBE's Contractor's License and Registration.

The DBE shall have only appropriately licensed contractors performing work on the Project as required by the Business and Professions Code. The DBE (**License No. CA#_____**) shall act as the licensed contractor for the Project. DBE shall perform all services required under the Contract Documents in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform such services in the same discipline in the State of California, and the DBE shall be fully responsible to the Agency for any damages and/or delays to the Project as specified in the Contract. The licensed contractor shall be registered with the Department of Industrial Relations to perform public work (**DIR Registration No. _____**).

9. DBE's Design Professional.

The DBE shall name a specific person to act as the Design Professional as described in the General Conditions, subject to the approval of the Agency. The DBE hereby designates [***INSERT NAME***] **(License No.: CA#_____)** to act as the Design Professional for the Project. DBE's Design Professional shall perform all services required under the Contract Documents in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform such services in the same discipline in the State of California, and the DBE shall be fully responsible to the Agency for any damages and/or delays to the Project as specified in the indemnification provisions of the Contract. Any change in the Design Professional shall be subject to the Agency's prior written approval, which approval shall not be unreasonably withheld. The new Design Professional shall be of at least equal competence as the prior Design Professional. In the event that Agency and DBE cannot agree as to the substitution of a new Design Professional, the Agency shall be entitled to terminate this Contract as described in the General Conditions.

10. Authority of Signatories.

The persons executing this Contract on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

[SIGNATURES ON NEXT PAGE]

SAMPLE

SIGNATURE PAGE FOR DESIGN BUILD AGREEMENT
BETWEEN THE CITY OF FONTANA
AND [*INSERT NAME***]**

IN WITNESS WHEREOF, the Parties hereto have executed this Design-Build Contract as of the date first written above.

CITY OF FONTANA

By: _____
[INSERT NAME]
[INSERT TITLE]

ATTEST:

By: _____
[INSERT NAME]

APPROVED AS TO FORM:

By: _____
[INSERT NAME]

[***INSERT NAME OF DBE***]

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED**]

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number

_____
DIR Registration Number

SAMPLE

ATTACHMENT 1
SCOPE OF SERVICES

ATTACHMENT 1-1
PROPOSAL

ATTACHMENT 2
GENERAL CONDITIONS

ARTICLE 1 -DEFINITIONS AND TERMINOLOGY

1.1 Defined Terms.

A. Wherever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. Act of God -- Act of God is an earthquake of magnitude 3.5 or higher on the Richter Scale or a tidal wave.

2. Additional Work – New or unforeseen work will be classified as "Additional Work" when Agency's Representative determines that it is not covered by the Contract.

3. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.

4. Application for Payment -- The form acceptable to Agency's Representative which is to be used by the Design-Build Entity during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. Architect of Record or Engineer of Record ("A/E") -- The individual, partnership, corporation, joint venture, or other legal entity named as the Design Professional in the Contract or any succeeding entity designated by Agency.

6. Bridging Documents -- Includes, but is not limited to, the portions of the Contract Documents which constitute an outline of design requirements, Work, Project Program, Performance Specifications and schematic drawings.

7. Certificate for Payment -- The form signed by Agency's Representative attesting to the Design-Build Entity's right to receive payment for certain completed portions of the Work on the Project in accordance with Article 12.

8. Change Order ("CO") -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Project Completion Date, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.

9. Change Order Request ("COR") -- A request made by the Design-Build Entity for an adjustment in the Contract Price and/or Project Completion Date as the result of a Design-Build Entity-claimed change to the Work.

10. Claim -- A demand or assertion by Agency or Design-Build Entity seeking an adjustment of the Contract Price or Project Completion Date, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. Construction Documents -- The plans and Technical Specifications prepared by the Design-Build Entity for the Project and approved by Agency. The Construction Documents shall set forth in detail all items necessary to complete the construction (other than such details customarily provided by others during construction) of the Project in accordance with the Contract Documents. Following commencement of the Construction Phase, Construction Documents become part of the Contract Documents upon their completion and approval by Agency. All amendments and modifications to the Construction Documents must be approved by Agency in writing.

12. Construction Documents Phase – The first phase of the Work and will commence with the issuance of the Notice to Proceed.

13. Construction Phase -- The second phase of the Work and will commence upon final approval of the Construction Documents by Agency and a Notice to Proceed with Construction.

14. Construction Work -- That portion of the Work on the Project consisting of the provision of labor, materials, furnishings, equipment and services in connection with the construction of the Project as set forth in the Contract Documents.

15. Contract -- The entire integrated written agreement between Agency and Design-Build Entity concerning the Work. “Contract” may be used interchangeably with “Agreement” in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

16. Contract Documents -- The documents listed in Section 1 of the Contract. Some documents provided by Agency, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.

17. Contract Times -- The number of days or the dates stated in the Contract Documents and Project Schedule to achieve defined Milestones, if any, and to complete the Work so that it is ready for final payment.

18. Critical Supply Shortage -- An unusual shortage in materials that is (a) supported by documented proof that Design-Build Entity made every effort to obtain such materials from all available sources; (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current and standard rates taking into account the quantities involved and the usual industry practices in obtaining such quantities; and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated by Design-Build Entity at the time it submitted its bid or entered the Contract. Market fluctuations in prices of materials, whether or not resulting from a Force Majeure Event, does not constitute a Critical Supply Shortage.

19. Daily Rate – The Reverse Liquidated Damages amount stipulated in the Contract Documents as full compensation to the Design-Build Entity due to Agency's unreasonable delay to the Project that was not contemplated by the parties.

20. Day -- A calendar day of 24 hours measured from midnight to the next midnight.

21. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.

22. Demobilization – The complete dismantling and removal by the Design-Build Entity of all of the Design-Build Entity's temporary facilities, equipment, and personnel at the Site.

23. Design-Build Entity -- The individual or entity with which Agency has contracted for performance of the Work.

24. Design-Build Entity Representative -- The person or firm identified as the primary contact person and representative of the Design-Build Entity as designated in the Contract and who shall not be changed without prior written consent of Agency.

25. Design Materials -- Any and all documents, shop drawings, electronic information, including computer programs and computer generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models and other information developed, prepared, furnished, delivered or required to be delivered by, or for, the Design-Build Entity: (1) to Agency under the Contract Documents or; (2) developed or prepared by or for the Design-Build Entity specifically to discharge its duties under the Contract Documents.

26. Design Professional -- The individuals or entities who will provide the Design-Build Entity with the required architectural, engineering, and other professional services required for the coordinated design of the Project and the administration of construction.

27. Design Work -- The portion of the Work on the Project consisting of the Design services and design deliverables required to be provided in connection with the Design of the Project as set forth in the Contract Documents.

28. Drawings -- The graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work to be done on the Project, generally including plans, elevations, sections, details, schedules, and diagrams prepared as part of the Design Materials. The Drawings are listed in the List of Drawings.

29. Effective Date of the Contract – The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

30. Equipment Manufacturer -- Any Separate Contractor that fabricates and/or supplies any of Agency's provided equipment which is installed in the Project by the Design-Build Entity.

31. Force Majeure Event -- An event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); (4) pandemics, epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its Subcontractors, of every Tier, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (6) a Critical Supply Shortage. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the Agency in its capacity as a municipal authority.

32. Governmental Approvals -- Those governmental actions required to be obtained by Agency and necessary for the completion of the Project.

33. Hazardous Materials – Any substance: the presence of which requires investigation or remediation under any federal, state or local law, statute, regulation, ordinance, order, action, policy, or common law; which is or becomes defined as a "hazardous waste," "hazardous substance," pollutant, or contaminant under any federal, state or local law, statute, regulation, rule or ordinance, or amendments thereto, including, without limitations, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. ("CERCLA"), as amended, or the Resource, Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq. ("RCRA"); which is petroleum, including crude oil or any fraction thereof not otherwise designated as a "hazardous substance" under CERCLA including, without limitation, gasoline, diesel fuel, or other petroleum hydrocarbons; which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any regulatory agency or instrumentality or the United States; the presence of which on the Site causes or threatens to cause a nuisance upon the Site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Site; the presence of which on adjacent properties could constitute a trespass by the Design-Build Entity or the Agency; or as defined in the California Health and Safety Code. For the purposes of this Contract, "Hazardous Materials" shall also include, but are not limited to, "Underground Storage Tanks." "Underground Storage Tank" shall have the definition assigned to that term by Section 9001 of RCRA, 42 U.S.C. Section 6991, and also shall include: any tank of one thousand one hundred (1,100) gallons or less capacity used for storing motor fuel; any tank used for storing heating oil for consumption on the premises where stored; any septic tank; and any pipes connected to the above items.

34. Holidays -- Holidays occur on:

New Year's Day - January 1
Martin Luther King Jr. Day – Third Monday of January
President's Day – Third Monday of February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays. City offices are scheduled closed, and employees off, during the "Winter Closure" which typically occurs between December 22nd and January 2nd. This "Winter Closure" shall also be considered a Holiday.

35. Liens – Charges, security interests, or encumbrances upon Project funds, or personal property, including without limitation Stop Payment Notices.

36. Milestones – A principal event specified in the Contract Documents associated with a required completion date or time prior to Completion of all the Work. Failure to achieve Milestones may result in Liquidated Damages as described in the Contract Documents.

37. Notice of Award – The written notice by Agency to the Design-Build Entity stating that upon timely compliance by the Design-Build Entity with the conditions precedent listed therein, Agency will sign and deliver the Contract.

38. Notice of Completion – The form which may be executed by Agency and recorded by the county where the Project is located constituting final acceptance of the Project.

39. Notice to Proceed -- A written notice given by Agency to the Design-Build Entity fixing the date on which the Design-Build Entity may proceed with the Work and when Contract Time will commence to run.

40. Partial Utilization – Use by Agency of a substantially completed part of the Work prior to Completion of all the Work.

41. Performance Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto included within the Bridging Documents.

42. Project -- The total design and construction of which the Work performed under the Contract Documents may be the whole, or a part, and which may include separate design or construction work performed by Agency or by Separate Contractors for the Project.

43. Project Completion Date -- The date by which the Design-Build Entity agrees that all Work described in the Contract Documents shall be completed. The Project Completion Date is set forth in the Contract.

44. Project Schedule -- The graphical representation of a practical plan to complete the Work on the Project within the Project Completion Date and other Contract Times. The detailed requirements for the Project Schedule are stated in Article 6.

45. Proposal -- The proposal submitted by the Design-Build Entity in response to the Request for Proposal for this Project.

46. Request for Proposal ("RFP") -- The request for proposal issued by Agency for the Project and includes all documents, exhibits, attachments, and addenda thereto.

47. Samples -- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

48. Separate Contractor -- A person, or firm, under separate contract with Agency performing other work at the Project site which may affect the Work.

49. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Design-Build Entity and submitted by Design-Build Entity to illustrate some portion of the Work.

50. Site -- Lands or areas indicated in the Contract Documents as being furnished by Agency upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Agency which are designated for the use of Design-Build Entity.

51. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.

52. Subcontractor – An individual or entity that has a contract with the Design-Build Entity or with a Subcontractor of the Design-Build Entity to perform a portion of the Work on the Project. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of all tiers.

53. Submittal - Written or graphic information and physical samples prepared and supplied by the Design-Build Entity demonstrating various portions of the Work.

54. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Design-Build Entity or with any

Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.

55. Technical Specifications – All documents developed by the Design-Build Entity and which are ready for final construction.

56. Tier -- The contractual level of a Subcontractor or supplier or consultant with respect to the Design-Build Entity. For example, a first tier Subcontractor is under subcontract with the Design-Build Entity, a second tier Subcontractor is under subcontract with a first tier Subcontractor, and so forth.

57. Warranty A written guarantee provided to Agency by the Design-Build Entity that the Work remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this State, whichever is longer.

58. Work -- The entire design and construction, or the various separately identifiable parts thereof, required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such design and construction, and furnishing, installing, and incorporating all materials and equipment into such design and construction, all as required by the Contract Documents.

1.2 Terminology.

A. The words and terms below are not defined but, when used in the Contract Documents, have the indicated meaning.

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Project site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. Regardless of whether “furnish,” “install,” “perform,” or “provide” is used in connection with services, materials, or equipment, an obligation of Design-Build Entity is implied.

B. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning

ARTICLE 2 -PRELIMINARY MATTERS

2.1 Delivery of Contract Documents.

A. Within fifteen (15) Days after receipt of the Notice of Award and before Agency will execute the Contract, the Design-Build Entity shall furnish and file with Agency a signed Contract in duplicate and the necessary Performance Bond, Payment Bond, Certificates of Insurance and Endorsements, Escrow Agreement (if used) and Tax Identification Number, as well as any other documents specified in the Contract Documents. Notwithstanding the foregoing, if the Contract Price has yet to be established at Notice of Award, then the Performance Bond and Payment Bond may be provided after establishing the Contract Price and prior to the Construction Phase.

2.2 Bonds.

A. Design-Build Entity shall submit the bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety admitted to transact surety business in the State of California, as defined in Code of Civil Procedure section 995.120, and listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to Agency conditioned upon the faithful performance by the Design-Build Entity of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price.

2.3 Evidence of Insurance.

A. Design-Build Entity shall obtain, at its sole cost and expense, all insurance required by Article 5. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to Agency within fifteen (15) Days after receipt of the Notice of Award and before execution of the agreement for construction by Agency.

2.4 Execution of Contract.

A. Upon receipt of the required Contract Documents, Agency will execute the Contract, establishing the Effective Date of the Contract.

2.5 Commencement of Contract Times; Notice to Proceed with Construction.

A. The Agency will not issue a Notice to Proceed until after the Effective Date of the Contract. Construction Work shall commence within fifteen (15) Days of the date stated in Agency's Notice to Proceed with Construction. No Construction Work shall be done at the Site prior to the date on which the Contract Time commence to run. Nothing herein shall affect the Project Completion Date.

2.6 Copies of Documents.

A. Agency will furnish to Design-Build Entity one (1) copy of the Bridging Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.7 Preconstruction Conference; Designation of Authorized Representatives.

A. Before any Work at the Project site is started, a conference attended by Agency, Design-Build Entity, Agency's Representative, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.8 Initial Acceptance of Schedules.

A. At least ten (10) Days before submission of the first Application for Payment, a conference attended by Design-Build Entity, Agency's Representative, and others as appropriate will be held to review for acceptability to Agency's Representative the schedules submitted, as required by the Contract Documents. Design-Build Entity shall have an additional ten (10) Days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Design-Build Entity until acceptable schedules are submitted to Agency's Representative. Acceptance of the schedules by Agency's Representative will not impose on responsibility for accuracy, for sequencing, scheduling, or progress of the Work, or compliance with the Contract Documents. Acceptance will not interfere with or relieve Design-Build Entity from Design-Build Entity's full responsibility therefor.

ARTICLE 3 -CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Intent.

A. The Contract Documents are complementary; what is required by one is as binding as if required by all. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be designed and constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Agency. Clarifications and interpretations of the Contract Documents shall be issued by Agency's Representative as provided in these General Conditions.

B. If utilities to equipment/fixtures are not shown but are necessary to operate the equipment/fixtures, the utilities service installation is considered to be part of the Work. The implied Work will conform to the appropriate sections of the Contract Documents.

C. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Design-Build Entity in dividing Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

3.2 Reference Standards.

A. Standards, Specifications, Codes, Laws, and Regulations.

1. Reference to federal specifications, federal standards, other standards, specifications, manuals, or codes of any technical society, organization, or association, or to Applicable Laws, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Applicable Laws in effect at the time of opening of proposals (or on the Effective Date of the Contract if there were no proposals), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a supplier, shall be effective to change the duties or responsibilities of Agency, Design-Build Entity, or Agency's Representative, or any of their Subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Agency or Agency's Representative, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.3 Order of Precedence.

A. The intent of the Contract Documents is to include all necessary criteria to establish the scope and quality for completion of the Work on the Project by the Design-Build Entity. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Design-Build Entity shall be required to the extent consistent with, and reasonably inferable from, the Contract Documents.

B. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or the provisions of any Applicable Laws (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Applicable Law).

C. In resolving conflicts among any of the Contract Documents, the order of precedence shall be as follows:

1. Permits from other agencies as may be required by law;

2. Change Orders or Pending Change Orders, most recent first;

3. Design-Build Contract and Contract Documents;

4. Special Conditions;

5. General Conditions;

6. RFP and all addenda, attachments and appendices;

7. Design-Build Entity Proposal in response to RFP;

8. Construction Documents prepared by Design-Build Entity; and

9. Drawings prepared by Design-Build Entity;

10. Request for Qualifications and all addenda, attachments and appendices; and

11. Design-Build Entity Statement of Qualifications in response to Request for Qualifications.

D. With reference to the Drawings the order of precedence shall be as follows:

1. Figures govern over scaled dimensions;

2. Detail drawings govern over general drawings;

3. Change Order drawings govern over Drawings;

4. Drawings govern over standard drawings.

E. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality and most expensive shall always apply.

3.4 Amending and Supplementing Contract Documents.

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof only by a Change Order.

3.5 Interpretation and Use of Contract Documents.

A. Agency and the Design-Build Entity acknowledge that the Contract Documents may differ in some respect(s) from the other documents included in the RFP upon which the Design-Build Entity based its Proposal. Prior to the commencement of construction on the Project, the parties shall confirm, in writing, the final form of the Contract Documents that are to be utilized. Specifically, once approved by Agency, the Construction Documents become a part of the Contract Documents and define the entire scope of work, so long as such documents incorporate all minimum requirements of the Bridging Documents. The Design-Build Entity shall certify that the Construction Documents are in full compliance with the Contract Documents, except as noted.

B. Organization of the Performance Specifications into various subdivisions and the arrangement of the Drawings shall not control the Design-Build Entity in dividing portions of the Work necessary for the Project among Subcontractors or in establishing the extent of Work to be performed by any trade.

C. Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood design professional and construction industry meanings;

nontechnical words and abbreviations are used in accordance with their commonly understood meanings.

D. The Contract Documents may omit modifying words such as “all” and “any,” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word “including,” when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not non limiting language (such as “without limitation,” “but not limited to,” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

E. Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include a corporation, partnership, trust, or other legal entity, whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only for reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

F. Each and every provision of law required by law to be inserted in the Contract Documents shall be deemed to be inserted herein, and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.

G. Before commencing any Work on the Project, the Design-Build Entity shall check and review the Contract Documents, including the Construction Documents, for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract. In the event the Design-Build Entity observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract, the Design-Build Entity shall immediately notify Agency’s Representative in writing of the same and shall cause to be corrected any such violation or inconsistency in the manner provided hereunder. The Design-Build Entity shall be solely liable for any such violation, inconsistency or special requirement, if Design-Build Entity fails to conduct such review or notification to Agency.

H. Before commencing any Work on the Project, the Design-Build Entity shall carefully examine all Performance Specifications, the Contract, the Contract Documents and other information given to the Design-Build Entity as to Project requirements. The Design-Build Entity shall immediately notify Agency’s Representative of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation

in such documents in writing. Neither the Design-Build Entity nor any Subcontractor shall take advantage of any apparent error or omission which may be found in the Performance Specifications, the Contract, the Contract Documents or other information given to Design-Build Entity. If the Design-Build Entity or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, the Design-Build Entity shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Price or the Project Completion Date. In no case shall any Subcontractor proceed with Work if uncertain without the Design-Build Entity's written direction and/or approval.

3.6 Reuse of Documents.

A. Design-Build Entity and any Subcontractor shall not: have or acquire any title to or Ownership rights in any of the Construction Documents or other documents (or copies of any thereof) prepared by or bearing the seal of the A/E or its consultants, including electronic media editions; or reuse of any such Construction Documents, other documents, or copies thereof on extensions of the Project or any other project without written consent of Agency and A/E and specific written verification or adaptation by the A/E. The prohibitions of this Article will survive final payment, or termination of the Contract. Nothing herein shall preclude Design-Build Entity from retaining copies of the Contract Documents for record purposes.

3.7 Electronic Data.

A. The data furnished by Agency or Agency's Representative to Design-Build Entity, or by Design-Build Entity to Agency or Agency's Representative, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) Days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-Day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

3.8 Ownership and Use of Construction Documents.

A. The Construction Documents, and all copies thereof, furnished to, or provided by, the Design-Build Entity are the property of Agency. Agency and the Design-Build Entity explicitly agree that all materials and documents developed in the performance of this Contract are the property of Agency pursuant to the requirements of Agency. Agency shall have unlimited rights, for the benefit of Agency, in all drawings, designs, technical specifications, notes and any other documentation and other Work developed in the performance of this Contract for the Project, including the right to re-use details of the Design on any other Agency Work at no additional cost to Agency. The Design-Build Entity agrees to, and hereby does, grant to Agency a royalty free license to all such data that the Design-Build Entity may cover by copyright and to all designs as to which the Design-Build Entity may assert any right or establish any claim to under the patent or copyright laws. The Design-Build Entity, for a period up to five (5) years from the date of Completion of the Project, agrees to furnish and to provide access to the originals or copies of all such materials immediately upon the written request of Agency. Any use or reuse by Agency of the Construction Documents on any project other than this Project without employing the services of the Design-Build Entity shall be at Agency's own risk with respect to third parties. If Agency uses or re-uses the Construction Documents on any project other than this Project, it shall remove the A/E's seal from the Construction Documents and hold harmless Design-Build Entity, A/E, and their officers, directors, agents and employees from claims arising out of the use or re-use of the Construction Documents on such other project. Design-Build Entity shall not be responsible or liable for any revisions to the Construction Documents made by any party other than the Design-Build Entity, a party for which the Design-Build Entity is legally responsible or liable, or anyone approved by the Design-Build Entity.

3.9 Administration of the Contract by Agency's Representative.

A. During the term of this Design-Build Contract, Agency's Representative shall have the right to review the Design-Build Entity's Work at such intervals as deemed appropriate by Agency's Representative. However, no actions taken during such review or site visit by Agency's Representative shall relieve the Design-Build Entity of any of its obligations of single point responsibility for the design and construction of this Project nor form the basis for a Claim if such actions extend beyond the Project Completion Date.

B. Agency's Representative will not have control over, will not be in charge of, and will not be responsible for design or construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work on the Project, since these are solely the Design-Build Entity's responsibility.

C. Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, Agency and the Design-Build Entity shall communicate through Agency's Representative. Communications by the Design-Build Entity with Agency's consultants and Agency's Representative's consultants shall be through Agency's Representative. Communications by Agency and Agency's Representative with Subcontractors will be through the Design-Build

Entity. Communications by the Design-Build Entity and Subcontractors with Separate Contractors shall be through Agency's Representative. The Design-Build Entity shall not rely on oral or other non-written communications.

D. Based on Agency's Representative's Project site visits, review of the Work, and evaluations of the Design-Build Entity's Applications for Payment, Agency's Representative will recommend amounts, if any, due the Design-Build Entity and will issue Certificates for Payment in such amounts.

E. Agency's Representative will have the authority to reject Work on the Project, or any portion thereof, which does not conform to the Contract Documents. Agency's Representative will have the authority to stop Work on the Project, or any portion thereof. Whenever Agency's Representative considers it necessary, or advisable, for implementation of the intent of the Contract Documents, Agency's Representative will have the authority to require additional inspection or testing of the Work on the Project in accordance with the Contract Documents, whether or not such Work is fabricated, installed, or completed. However, no authority of Agency's Representative conferred by the Contract Documents nor any decision made in good faith either to exercise, or to not exercise such authority, will give rise to a duty or responsibility of Agency or Agency's Representative to the Design-Build Entity, or any person or entity claiming under, or through, the Design-Build Entity.

F. Agency's Representative will have the authority to conduct inspections in connection with beneficial occupancy and to determine the dates of Completion; will receive for review and approval any records, written warranties, and related documents required by the Contract Documents and assembled by the Design-Build Entity; and will issue a final Certificate for Payment upon the Design-Build Entity's compliance with the requirements of the Contract Documents.

G. Agency's Representative will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance thereunder by the Design-Build Entity. Should the Design-Build Entity discover any conflicts, omissions, or errors in the Construction Documents or the Contract Documents; have any questions about the interpretation or clarification of the Contract Documents; question whether Work is within the scope of the Contract Documents; then, before proceeding with the Work affected, the Design-Build Entity shall notify Agency's Representative in writing and request interpretation, or clarification. Agency's Representative's response to questions and requests for interpretations, clarifications, instructions, or decisions will be made with reasonable promptness. Should the Design-Build Entity proceed with the Work affected before receipt of a response from Agency's Representative, any portion of the Work on the Project which is not done in accordance with Agency's Representative's interpretations, clarifications, instructions, or decisions shall be removed or replaced and the Design-Build Entity shall be responsible for all resultant losses.

H. Agency may at any time and from time to time, without prior notice to or approval of the Design-Build Entity, replace Agency's Representative with a new Agency Representative. Upon receipt of notice from Agency informing the Design-Build Entity of such replacement and identifying the new Agency's Representative, the

Design-Build Entity shall recognize such person or firm as Agency's Representative for all purposes under the Contract Documents.

ARTICLE 4 -AVAILABILITY AND OWNERSHIP OF LANDS AND MATERIALS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands.

A. Agency shall furnish the Project site. Agency shall notify Design-Build Entity of any encumbrances or restrictions not of general application but specifically related to use of the Project site with which Design-Build Entity must comply in performing the Work. Agency will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. Design-Build Entity shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment at no additional cost to Agency.

4.2 Ownership of Site Materials Found.

A. The title to water, soil, rock, gravel, sand, minerals, timber and any other materials developed or obtained in the excavation or other operations of Design-Build Entity or any of its Subcontractors in the performance of the Contract, and the right to use said items in carrying out the Contract, or to dispose of same, is hereby expressly reserved by Agency. Neither Design-Build Entity nor any of its Subcontractors nor any of their representatives or employees shall have any right, title, or interest in said materials, nor shall they assert or make any claim thereto. Design-Build Entity will, as determined by Agency's Representative, be permitted to use in the Work without charge, any such materials which meet the requirements of the Contract Documents, provided Agency shall have the right to use or consume these materials without payment to a third party.

4.3 Hazardous Material at Site.

A. The Design-Build Entity shall have no responsibility for detection, abatement, remediation, removal or disposal of any Hazardous Material, except Hazardous Materials introduced onto the Project Site by the Design-Build Entity, its employees, subcontractors, agents, or other parties acting on behalf of the Design-Build Entity. In the event that the Design-Build Entity becomes aware of the presence of, or exposure of persons to, any Hazardous Material at the Project Site, the Design-Build Entity shall inform Agency by notice immediately. Notwithstanding anything to the contrary herein, the Design-Build Entity shall not be responsible for, and the Agency shall bear full responsibility and remediation costs relating to any Hazardous Materials uncovered, removed or disturbed by the Design-Build Entity on the Project Site resulting from the Design-Build Entity's performance of the work hereunder, except Hazardous Materials introduced onto the Project Site by the Design-Build Entity, its employees, subcontractors, agents, or other parties acting on behalf of the Design-Build Entity. The Agency shall not be responsible for, and the Design-Build Entity shall bear full responsibility and remediation costs relating to any Hazardous Materials introduced onto the Project Site by the Design-Build Entity, its employees, subcontractors, agents, or other parties acting on behalf of the Design-Build Entity.

B. The Design-Build Entity hereby specifically agrees to indemnify, defend and hold the Agency, its present and future directors, officers, employees, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of: (a) the existence, uncovering or unveiling, or any release by the Agency or Design-Build Entity of, a Hazardous Material introduced onto the Project Site by the Design-Build Entity, its employees, subcontractors, agents, or other parties acting on behalf of the Design-Build Entity; (b) any enforcement or compliance proceeding commenced by or in the name of any governmental authority because of the presence on the Project Site of Hazardous Materials introduced onto the Project Site by the Design-Build Entity, its employees, subcontractors, agents, or other parties acting on behalf of the Design-Build Entity; and (c) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Hazardous Material laws by the Design-Build Entity.

4.4 Protection and Restoration of Existing Improvements and Reference Points.

A. Design-Build Entity shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Agency. Design-Build Entity shall report to Agency's Representative whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

ARTICLE 5 -BONDS AND INSURANCE

5.1 Time for Compliance. Design-Build Entity shall not commence Work under this Contract until it has provided evidence to Agency that it has secured all insurance required under this Article. Design-Build Entity shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein. Design-Build Entity shall not allow any subconsultant or subcontractor to commence work on any subcontract until it has provided evidence to Agency that the subconsultant or subcontractor has secured all insurance required under this Article.

5.2 Minimum Requirements. Design-Build Entity shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise out of or result from the performance of the Work and Design-Build Entity's other obligations under the Contract Documents whether by Design-Build Entity, its agents, representatives, employees or subcontractors. Design-Build Entity shall also require all of its subconsultants and subcontractors to procure and maintain the same insurance for the duration of the Contract and verify the subconsultants' and subcontractors' compliance. Design-Build Entity's and subconsultants' and subcontractors' insurance shall meet at least the minimum levels of coverage set forth in this Article:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or if Design-Build Entity has no owned autos, non-owned, leased or hired autos Code 8 (hired) and Code 9 (non-owned); (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; (4) Installation Floater/Builder's Risk: "All Risk All Perils" form; and (5) Professional Liability/Errors and Omissions. The policies shall not contain any exclusion contrary to the Contract, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability or (2) cross liability for claims or suits by one insured against another.

B. Minimum Limits of Insurance. The Design-Build Entity shall maintain limits no less than:

1. For Commercial General Liability, Design-Build Entity shall have limits of at least the amount that corresponds to the Contract Price in the following table:

Contract Price	**Amount of Liability Insurance** (per occurrence)
$ 0 - $ 2 million	$ 2 million
$ 2 million - $ 5 million	$ 3 million
$ 5 million - $ 10 million	$ 5 million
$10 million - $ 20 million	$10 million

If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 25 03, either the general aggregate limit shall apply separately to the Project or the general aggregate limit shall be twice the required occurrence limit. Should any of the Work involve aircraft (fixed wing or helicopter) owned or operated by Design-Build Entity, liability insurance with limits of not less than $5,000,000 per occurrence for bodily injury and property damage is required. Should any of the Work involve watercraft owned or operated by Design-Build Entity, liability insurance with limits of not less than $5,000,000 per occurrence for bodily injury and property damage is required.

2. Automobile Liability: $1 million per accident for bodily injury and property damage.

3. Workers' Compensation and Employer's Liability:

   a. Workers' Compensation: statutory limits.

   b. Employer's Liability limits of $1 million per accident for bodily injury or disease.

   c. Should any of the Work be upon or contiguous to navigable bodies of water, Design-Build Entity shall carry insurance covering its employees for benefits

available under the Federal Longshoremen's and Harbor Worker's Act to the extent required by law;

4. Excess/Umbrella Liability Policy may be provided to insure the total limits required for Commercial General Liability and Automobile Liability and must apply to all primary coverage afforded, including but not limited to general liability, owned and non-owned automobiles, leased and hired cars.

5. Professional Liability/Errors and Omissions: $2,000,000 per claim.

C. Notices; Cancellation or Reduction of Coverage. At least fifteen (15) Days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with Agency. If such coverage is cancelled or materially reduced, Design-Build Entity shall, within ten (10) Days after receipt of written notice of such cancellation or reduction of coverage, file with Agency evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Design-Build Entity or Agency may withhold amounts sufficient to pay premium from Design-Build Entity payments. In the alternative, Agency may suspend or terminate this Contract.

5.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Design-Build Entity shall provide endorsements on forms approved by Agency to add the following provisions to the insurance policies:

A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37 (including completed operations), or endorsements providing the exact same coverage, Agency, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions shall be covered as additional insureds with respect to the Work or ongoing and completed operations performed by or on behalf of the Design-Build Entity, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects Agency, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Design-Build Entity's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of Agency, before Agency's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by Agency, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions shall be excess of the Design-Build Entity's insurance and shall not be called upon to contribute with it in any way.

B. Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) Agency, its officials, officers, employees, agents, and

volunteers and any other additional insureds named in the Special Conditions shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Design-Build Entity or for which the Design-Build Entity is responsible; and (2) the insurance coverage shall be primary insurance as respects Agency, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Design-Build Entity's scheduled underlying coverage. Any insurance or self-insurance maintained by Agency, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions shall be excess of the Design-Build Entity's insurance and shall not be called upon to contribute with it in any way.

C. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree, using WC 00 03 13 or the exact equivalent, to waive all rights of subrogation against Agency, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions for losses paid under the terms of the insurance policy.

D. Professional Liability/Errors and Omissions. Professional Liability Insurance insuring the A/E, its officers, directors, stockholders, employees, agents, or partner, and all other persons for whose acts the A/E may be liable, against any and all liabilities arising out of or in connection with the negligent acts, errors or omissions of any of the foregoing in connection with the carrying out of their professional responsibilities described in this Contract. Professional Liability Insurance shall remain in full force and effect, and shall be so certified to Agency by the insurer, for a period of five (5) years after the completion of all of the Design-Build Entity's services hereunder and Agency's acceptance of the Project. All subconsultants shall have professional liability insurance with the same limits (additional requirements for Professional Liability/Errors and Omissions Insurance written on a "claims made" basis are set forth below).

E. All Coverages. Each insurance policy required by this Agreement shall be endorsed to include the following provisions:

1. coverage shall not be suspended, voided, reduced or canceled except after thirty (30) Days (10 Days for nonpayment of premium) prior written notice by mail has been given to Agency and all additional insureds.

2. any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Agency and any other additional insureds.

3. standard separation of insureds provisions.

4. no special limitations on the scope of protection afforded to Agency, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions.

5. waiver of any right of subrogation of the insurer against Agency, its officials, officers, employees, agents, and volunteers, or any other additional insureds,

or shall specifically allow the Design-Build Entity or others providing insurance in compliance with these specifications to waive their right of recovery prior to a loss. By signing this agreement, the Design-Build Entity hereby waives its own right of recovery against Agency or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants and subcontractors.

5.4 Builder's Risk ["All Risk"]

A. It is the Design-Build Entity's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The Agency accepts no responsibility for the Work until the Work is formally accepted by the Agency. The Design-Build Entity shall provide a certificate evidencing this coverage before commencing performance of the Work.

B. The named insureds shall be Design-Build Entity, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and Agency, its elected officials, officers, employees, agents and authorized volunteers, as their interests may appear. Design-Build Entity shall not be required to maintain property insurance for any portion of the Work following acceptance by Agency.

C. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to Agency to ensure adequacy and sublimit.

D. In addition, the policy shall meet the following requirements:

1. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.

2. Coverage shall include all materials stored on site and in transit.

3. Coverage shall include Design-Build Entity's tools and equipment.

4. Insurance shall include boiler, machinery and material hoist coverage.

5. Agency shall be named loss payee.

5.5 Pollution Liability Insurance. Pollution Liability Insurance is required should any of the Project involve pollutants. Liability coverage shall include coverage for the environmental risk associated with the project and expenses related to such, including bodily injury, property damage, on and off site clean-up, transporting, carrying, or storing pollutants, coverage for non-owned disposal site in an amount not less than that set forth in the Special Conditions. Pollutants include, but are not limited to, asbestos, mold, microbial matter, solid, liquid, gaseous or thermal irritants or contaminants, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

5.6 Receipt and Application of Insurance Proceeds. Any insured loss under the policies of insurance required herein will be adjusted with Agency and made payable to Agency as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of the provisions herein. Agency shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Project and the cost thereof covered by an appropriate Change Order. Agency as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing to Agency's exercise of this power within fifteen (15) Days after the occurrence of loss. If such objection be made, Agency as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Agency as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Agency as fiduciary shall give bond for the proper performance of such duties.

5.7 Partial Utilization, Acknowledgement of Property Insurer. If Agency finds it necessary to occupy or use a portion or portions of the Project prior to Completion of all the Work, no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

5.8 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by Agency. Design-Build Entity shall guarantee that, at the option of Agency, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Agency, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions; or (2) the Design-Build Entity shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

5.9 Claims Made Policies. Claims made policies are not acceptable other than for Professional Liability. In addition to the requirements above, for any claims made policy: The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work; Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after Agency's acceptance of the Work; and If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Design-Build Entity

must purchase “extended reporting” coverage for a minimum of five (5) years after Agency’s acceptance of the Work.

5.10 Subcontractor Insurance Requirements. Design-Build Entity shall not allow any Subcontractors to commence work on any subcontract relating to the Work until Design-Build Entity has verified that all Subcontractors maintain insurance meeting all requirements under this Section and has provided evidence to Agency of such insurance. For Commercial General Liability coverage Subcontractors shall provide coverage naming Agency, its officials, officers, employees, agents, and volunteers with a format at least as broad as CG 20 38 04 13. If requested by Design-Build Entity, Agency may approve different scopes or minimum limits of insurance for particular Subcontractors. Design-Build Entity shall confirm that Agency shall be named as additional insureds on all Subcontractors’ policies of Commercial General Liability Insurance and Commercial Automobile Insurance.

5.12 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating no less than A:VIII, licensed to do business in California, and satisfactory to Agency.

5.13 Verification of Coverage. Design-Build Entity shall furnish Agency with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to Agency. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by Agency before work commences. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

5.14 Reservation of Rights. Agency reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5.15 Performance Bond and Payment Bond.

A. The Design-Build Entity shall submit performance and payment bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety admitted to transact surety business in the State of California, as defined in Code of Civil Procedure Section 995.120, and listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to Agency conditioned upon the faithful performance by the Design-Build Entity of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price. The Design-Build Entity shall furnish bonds covering the faithful performance of the Contract (Performance Bond) and payment of obligations arising thereunder (Payment Bond) on the forms contained in the Contract. The obligations of the performance bond surety shall continue so long as any obligation of Design-Build Entity remains. Nothing herein shall limit the Agency’s rights or the Design-Build Entity’s or surety’s obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

B. The Payment Bond and Performance Bond shall be in effect on the date the Contract is signed by Agency. The Design-Build Entity shall promptly furnish such additional security as may be required by Agency to protect its interests and those interests of persons or firms supplying labor or materials to the Project. The premiums for the Payment Bond and Performance Bond shall be paid by the Design-Build Entity. The Design-Build Entity maintains and agrees that it has executed Payment and Performance Bonds in the amounts and manner required by the Contract Documents. No payment will be made to the Design-Build Entity until the Design-Build Entity's Payment Bond and Performance Bond have been approved by Agency.

C. Should, in Agency's sole opinion, any bond become insufficient or surety found to be unsatisfactory, the Design-Build Entity shall renew or replace the effected bond within 10 Days of receiving notice from Agency. In the event the surety or the Design-Build Entity intends to reduce or cancel any required bonds, at least thirty (30) Days prior written notice shall be given to Agency, and the Design-Build Entity shall post acceptable replacement bonds at least ten (10) Days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Article are accepted by Agency.

D. To the extent, if any, that the Contract Price is increased in accordance with the Contract, the Design-Build Entity shall, upon request of Agency, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to Agency. The bonds shall further provide that no change or alteration of the Contract (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Design-Build Entity will release the surety. If the Design-Build Entity fails to furnish any required bond, Agency may terminate the Contract for cause.

ARTICLE 6 -DESIGN-BUILD ENTITY'S RESPONSIBILITIES

6.1 Design-Build Entity Responsibility; Independent Contractor.

A. The Design-Build Entity shall be responsible to Agency for acts and omissions of the Design-Build Entity's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of Work on the Project under direct or indirect contract with the Design-Build Entity or any of its Subcontractors. Agency retains the Design-Build Entity on an independent contractor basis. Design-Build Entity retains the right to perform similar or different services for others during the term of this Contract. The Design-Build Entity is not an employee, agent or representative of Agency. The Design-Build Entity represents that it is fully experienced and properly qualified to perform the class of Work provided for in this Contract and that it is properly licensed, equipped, organized, and financed to perform Work on the Project. Neither Agency, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Design-Build Entity or any of Design-Build Entity's officers, employees, or agents, except as set forth in this Contract. The Design-Build Entity shall maintain complete control over its employees and its Subcontractors and shall pay all wages, salaries

and other amounts due such personnel in connection with their performance as required by law. The Design-Build Entity shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

6.2 Review of Contract Documents and Field Conditions by The Design-Build Entity; Single Point Responsibility of The Design-Build Entity.

A. In addition to the examination and reviews performed, and obligations assumed, incident to making the representations set forth in the Contract, the Design-Build Entity shall carefully study and compare each of the Contract Documents provided by Agency with the others and with information furnished by Agency, and shall promptly report in writing to Agency's Representative any errors, inconsistencies, or omissions in the Contract Documents provided by Agency or inconsistencies with Applicable Law observed by the Design-Build Entity. The Design-Build Entity shall be solely responsible for any errors, inconsistencies or omissions in the Contract Documents if the Design-Build Entity fails to perform such review and examination or fails to report such errors, inconsistencies or omissions to Agency in writing.

B. The Design-Build Entity is responsible for the design and construction of the Project and shall use the highest design and engineering standards of care applicable to projects, buildings or work of similar size, complexity, quality and scope in performing Work on the Project. The Design-Build Entity shall be solely responsible for any and all design errors including, but without limitation, errors, inconsistencies or omissions in the Construction Documents. The Design-Build Entity shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to the Design-Build Entity before commencing Work on the Project. Errors, inconsistencies, or omissions discovered at any time shall be promptly reported in writing to Agency's Representative.

C. If the Design-Build Entity performs any design and/or construction activity which it knows, or should know, involves an error, inconsistency, or omission referred to in this Article, without notifying and obtaining the written consent of Agency's Representative, the Design-Build Entity shall be responsible for the resultant losses, including, without limitation, the costs of correcting Defective Work.

D. Agency does not assume any obligation to employ the Design-Build Entity's services or pay the Design-Build Entity royalties of any type as to future programs that may result from Work performed under this Contract.

E. The Design-Build Entity shall be responsible for all plotting, printing, copying and distribution costs of any and all documents required in connection with Work on the Project.

F. The Design-Build Entity agrees that it has single point responsibility for the design and construction of this Project, and agrees to utilize the highest standard of excellent design, engineering and construction practices. The Design-Build Entity

has the duty to act in Agency's best interests at all times throughout the course and performance of this Contract.

6.3 Design, Supervision and Construction Procedures.

A. The Design-Build Entity shall supervise, coordinate, and direct all Work on the Project using the Design-Build Entity's best skill and attention and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Design-Build Entity shall be solely responsible for, and have control over, the entire design effort, construction means, methods, techniques, sequences, procedures, and the coordination of all portions of Work on the Project, including, but without limitation, landscape and site work, utilities, and building systems.

B. The Design-Build Entity shall be responsible to Agency for acts and omissions of the Design-Build Entity, its agents, employees, and Subcontractors, and their respective agents and employees.

C. The Design-Build Entity shall not be relieved of its obligation to perform all Work on the Project in accordance with the Contract Documents either by acts or omissions of Agency or Agency's Representative in the administration of the Contract, or by tests, inspections, or approvals required, or performed, by persons or firms other than the Design-Build Entity.

D. The Design-Build Entity shall be responsible for inspection of all portions of Work on the Project to determine that such portions conform to the requirements of the Contract Documents and are ready to receive subsequent Work.

E. To facilitate communications and the management of the design process, the Design-Build Entity shall maintain an office in the Agency's County for the duration of the design process.

F. Unless otherwise provided in the Contract Documents, the Design-Build Entity shall provide and pay for all professional design/engineering services, services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work on the Project, whether temporary or permanent and whether or not incorporated or to be incorporated in Work on the Project. The Design-Build Entity shall furnish architectural and engineering services for the preparation of Construction Documents necessary to complete the Project in accordance with the requirements of the Contract Documents. From the Agency-approved Construction Documents, which are developed from the Agency-accepted Proposal, the Design-Build Entity shall furnish all labor, materials, equipment, services, and transportation necessary to complete construction of the Project, including site work, structures and utilities.

G. The Design-Build Entity is required to deliver to Agency, if requested, any and all Design Materials including, but not limited to, calculations, preliminary drawings, construction drawings, shop drawings, electronic media data, tenant improvement documents, sketches, illustrations, specifications, descriptions, models, mock ups,

and other information developed, prepared, furnished, or delivered in the prosecution of the Design Work.

H. The Design-Build Entity is responsible for preparation of the Construction Documents for the entire Project. The Design-Build Entity is responsible for construction of the entire Project as required by the Contract Documents.

6.4 Labor; Working Hours.

A. The Design-Build Entity shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Design-Build Entity shall at all times maintain good discipline and order at the Site. The Design-Build Entity will provide all labor needed to complete the Work within the Contract Times.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, which are defined as hours between 7:00 a.m. and 3:30 p.m. any day Monday through Friday of any week except on Holidays and/or during Schedule Constraints defined in the Contract Documents. The Design-Build Entity will not permit the performance of Work on a Saturday, Sunday, any Holiday or during identified Schedule Constraints without Agency's written consent given after prior written notice to Agency's Representative. The Design-Build Entity shall be responsible for, and shall reimburse Agency for, all inspection costs outside regular working hours, including overtime.

6.5 Progress Meetings.

A. The Design-Build Entity shall schedule and hold regular on-Site progress meetings at least weekly and at other times as requested by the Agency or as required by progress of the Work. The Design-Build Entity, Agency's Representative, and all Subcontractors active on the Site shall attend each meeting. The Design-Build Entity may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors. Agency's Representative will preside at the progress meetings but the Design-Build Entity will arrange for keeping and distributing the minutes and provide the Meeting Agenda to the Agency's Representative at least 48 hours prior to the meeting date for review. The purpose of the meetings is to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the Design-Build Entity shall present any issues which may impact its progress with a view to resolve these issues expeditiously.

6.6 Cost-Loaded CPM Progress Schedule and Recovery Schedule.

A. Design-Build Entity shall adhere to the Project Schedule, which shall be a cost-loaded CPM progress schedule established in accordance with the Contract Documents as it may be adjusted from time to time as provided below:

1. Design-Build Entity shall submit to Agency's Representative for acceptance proposed adjustments in the Project Schedule that will not result in changing

the Project Completion Date. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Project Schedule that will change the Project Completion Date shall be submitted in accordance with the requirements of the Contract Documents. Adjustments in the Project Completion Date may only be made by a Change Order.

3. Should any of the following conditions exist, Agency may require Design-Build Entity to prepare, at no extra cost to Agency, a plan of action and a recovery schedule for completing the Work and achieving all contractual milestones within the Project Completion Date:

   a. The Design-Build Entity's monthly progress report indicates delays that are, in the opinion of Agency, of sufficient magnitude that Agency questions the Design-Build Entity's ability to complete the Work;

   b. The Project Schedule shows the Design-Build Entity to be thirty (30) or more Days behind the critical path at any time during construction;

   c. The Design-Build Entity desires to make changes in the logic or the planned duration of future activities of the Project Schedule which, in the opinion of Agency, are major in nature.

   d. The recovery schedule shall include proposed revisions to the Project Schedule, demonstrating how Design-Build Entity intends to achieve all contractual milestones including contract completion within the Project Completion Date. The submittal shall include a narrative describing the actions planned by the Design-Build Entity to recover the schedule.

   e. Design-Build Entity shall submit the recovery schedule within seven (7) Days of Agency’s request:

   (i) If Design-Build Entity asserts that Agency is responsible for the delay, failure to submit the recovery schedule within seven (7) Days of Agency’s request will be considered a concurrent delay event attributable to Design-Build Entity, and Design-Build Entity shall only be entitled to non-compensable adjustments to the Project Completion Date.

   (ii) If Design-Build Entity is responsible for the delay, this provision will not limit or affect Design-Build Entity's liability and failure to submit the recovery schedule with seven (7) Days of Agency’s request may result in Agency withholding progress payments or other amounts due under the Contract Documents.

   f. Design-Build Entity is responsible for all costs associated with the preparation and execution of the recovery schedule, including any necessary recovery actions, which may include, but are not limited to, assignment of additional labor, and/or equipment, shift or overtime work, expediting of submittals or deliveries, overlapping of activities or sequencing changes to increase activity concurrence.

g. Regardless of whether Agency directs Design-Build Entity to prepare a recovery schedule pursuant to this Article, Design-Build Entity shall promptly undertake appropriate action at no additional cost to Agency to recover the schedule whenever the current Project Schedule shows that the Design-Build Entity will not achieve a milestone and/or complete the Work within the Project Completion Date.

B. Unless otherwise specified in the Contract Documents, Design-Build Entity shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work within the Project Completion Date.

C. Failure of Agency's Representative to discover errors or omissions in schedules that it has reviewed, or to inform the Design-Build Entity that the Design-Build Entity, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Project Schedule shall not relieve the Design-Build Entity from its sole responsibility to perform and complete all Work on the Project within the Project Completion Date and shall not be a cause for an adjustment of the Project Completion Date or the Contract Price.

D. The Design-Build Entity shall perform all Work on the Project in accordance with the current accepted Project Schedule.

6.7 Materials.

A. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All materials furnished by the Design-Build Entity shall be of the most suitable grade for the purpose intended considering strength, ductility, durability, and best industry practice.

B. All special warranties and guarantees required by the Contract Documents shall expressly run to the benefit of Agency. If required by Agency's Representative, Design-Build Entity shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

D. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Design-Build Entity shall be entirely responsible for damage or loss by weather or other causes to materials or Work until Agency has accepted the Work. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of Agency or any independent contractor.

E. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Design-Build Entity warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion to deliver the Work to Agency free from any claims, liens, or encumbrances.

F. Inspection of Materials.

1. Materials furnished by the Design-Build Entity which will become a part of the Project shall be subject to inspection at any one or more of the following locations, as determined by Agency's Representative: at the place of production or manufacture, at the shipping point, or at the site of the Work. To allow sufficient time to provide for inspection, the Design-Build Entity shall submit to Agency's Representative, at the time of issuance, copies of purchase orders or other written instrument confirming procurement of the materials, including drawings and other pertinent information, covering materials on which inspection will be made.

2. No later than fourteen (14) Days prior to manufacture of material, Design-Build Entity shall inform Agency's Representative, in writing, the date the material is to be manufactured.

3. The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not impact whether the materials and equipment conform to the Contract Documents. Design-Build Entity will not be relieved from furnishing materials meeting the requirements of the Contract Documents due to Agency's inspection or lack of inspection of the equipment or materials. Acceptance of any materials will be made only after materials are installed in the Project.

6.8 Submittals.

A. Industry Standard Submittals.

1. Design-Build Entity will identify in the Construction Documents all industry standard submittals for all materials, systems, and equipment incorporated into the Work.

B. Schedule of Submittals.

1. Design-Build Entity will prepare and deliver a Schedule of Submittals to Agency's Representative that has been fully integrated with the Cost-Loaded CPM Progress Schedule and identifies each Submittal required by the Construction Documents as well as the date on which Design-Build Entity will deliver each Submittal to Agency's Representative. Each Submittal must be delivered to Agency's Representative at least thirty (30) Days prior to the date the material or equipment is scheduled to be incorporated into the Work. The Design-Build Entity is responsible for any schedule delays resulting from the Submittal process.

2. Design-Build Entity must submit all submittals required by the Construction Documents in accordance with the Schedule of Submittals. If Design-Build Entity fails to submit the submittals in accordance with the Schedule of Submittals, Design-Build Entity will be solely liable for any delays or impacts caused by the delayed submittal, whether direct or indirect. Design-Build Entity will be liable for the time calculated from the date the submittal is due until the date a compliant submittal is made. A compliant submittal will be one that is complete and satisfies the requirements of the Contract Documents.

3. Where a Submittal, Shop Drawing or Sample is required by the Construction Documents, any related Work performed prior to Agency's Representative's review and approval of the pertinent Submittal will be at the sole expense and responsibility of the Design-Build Entity.

C. Submittal Procedures.

1. The Design-Build Entity will follow the following procedures for each Submittal, Shop Drawing and Sample required by the Contract Documents:

   a. Transmit three (3) copies of each with a Submittal Transmittal.

   b. Transmittals will be sequentially numbered. The Design-Build Entity to mark revised Submittals with original number and sequential alphabetic suffix.

   c. Each Submittal will identify the Project, the Design-Build Entity, Subcontractor and supplier, pertinent Construction Document and detail number, and specification section number appropriate to the Submittal.

   d. The Design-Build Entity must sign each Submittal, certifying that it has reviewed and approved the Submittal, verified products required, field dimensions, adjacent construction work, and that coordination of information is according to requirements of the Project and Contract Documents.

   e. Identify variations in Contract Documents and product or system limitations that may differ and/or be detrimental to successful performance of completed Work.

   f. When a Submittal is revised for resubmission, the Design-Build Entity shall promptly address Agency comments and resubmit. The Design-Build Entity shall identify changes made since previous submission.

   g. Agency's review of Submittals shall not relieve the Design-Build Entity from responsibility for deviations from the Contract Documents unless the Design-Build Entity has, in writing, called Agency's attention to such deviations at time of submission and Agency's has taken no exception to the deviation. Agency's review of Submittals shall not relieve the Design-Build Entity from responsibility for errors in the Submittals.

h. Submittals not required by the Construction Documents or requested by Agency's Representative will not be acknowledged or processed.

i. Incomplete Submittals will not be reviewed by Agency's Representative. Delays resulting from incomplete submittals are not the responsibility of Agency's Representative.

j. The Design-Build Entity shall not be entitled to any extension of the Project Completion Date as a result of the Submittal process.

6.9 Shop Drawing and Sample Submittal Procedures.

A. Before submitting each Shop Drawing or Sample, Design-Build Entity shall have:

1. Reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

2. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

3. Determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

4. Determined and verified all information relative to the Design-Build Entity's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

B. With each Submittal, the Design-Build Entity shall give Agency's Representative specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal and, in addition, a specific notation made on each Shop Drawing or Sample submitted to Agency's Representative for review and approval of each such variation.

C. Shop Drawings.

1. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Agency's Representative the services, materials, and equipment Design-Build Entity proposes to provide and to enable Agency's Representative to review the information Representative for assessing conformance with information given and design concept expressed in Contract Documents. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional engineer responsible for designing components shown on Shop Drawings. Shop Drawings must include signed and sealed calculations to support design in a form suitable for submission to and approval by authorities having jurisdiction.

Design-Build Entity shall make revisions and provide additional information when required by authorities having jurisdiction.

D. Samples.

1. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as required to enable Agency's Representative to review the submittal for assessing conformance with information given and design concept expressed in Contract Documents. Samples should be of appropriate size and detail to assess functional, aesthetic, color, texture, patterns and finish selection.

E. Agency's Representative's Review.

1. Agency's Representative will review Shop Drawings and Samples in accordance with the Schedule of Submittals. Agency's Representative's review and acceptance will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Project, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Agency's Representative's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of design or construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Agency's Representative's review and acceptance shall not relieve the Design-Build Entity from responsibility for any variation from the requirements of the Contract Documents unless Agency's Representative has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Submittal.

F. The Design-Build Entity shall make corrections required by Agency's Representative and shall return three (3) corrected copies of Shop Drawings and Product Data, and submit, as required, new Samples for review and approval. The Design-Build Entity shall direct specific attention in writing to revisions other than the corrections called for by Agency's Representative on previous Submittals. Agency will review the first resubmittal of Shop Drawings at its cost. Agency reserves the right to reduce the Contract Price by Change Order for its cost for any subsequent reviews of Shop Drawing resubmittals.

6.10 Construction Documents.

A. Construction Documents.

1. The A/E shall design the building systems and prepare the Construction Documents. The Construction Documents shall provide information customarily

necessary in documents for projects of similar size, complexity, and quality. The Construction Documents shall include all information required by the building trades to complete the construction of the Project, other than such details customarily developed by others during construction. Agency's review of the Construction Documents shall be conducted in accordance with the approved Project Schedule with procedures set forth in this Article. The Design-Build Entity shall submit Construction Documents for review through the City's online application (Accela) and each package shall be separated per each plan check requirements. Such review shall not relieve the Design-Build Entity from its responsibilities under the Contract. Such review shall not be deemed an approval or waiver by Agency of any deviation from, or of the Design-Build Entity's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the Document submitted by the Design-Build Entity and approved by Agency.

2. However, it is acknowledged by the parties hereto that inherent in a Design-Build concept, bridging or otherwise, the production and review of Construction Documents may be a continuing process with portions thereof completed at different times. The Design-Build Entity will submit the Construction Document packages to Agency for review and approval in accordance with the agreed upon schedule, unless otherwise approved in writing by Agency. The Project Schedule shall indicate the times for Agency to review the completion of each such portion of the Construction Documents and a reasonable time for review of same.

3. The Design-Build Entity shall submit completed packages of the Construction Documents for review by Agency at the times indicated on the Project Schedule and as defined in the Scheduling Specification. Meetings between the Design-Build Entity and Agency to review the Construction Document packages, shall be scheduled at least every two weeks, or as otherwise agreed to by the parties, and held so as not to delay Work on the Project. The Design-Build Entity will conduct these design meetings with Agency in accordance with the schedule approved by Agency. The Design-Build Entity will be responsible for preparing and circulating for the parties review, design meeting minutes from all such meetings.

B. Field Engineering.

1. The Design-Build Entity shall retain and pay expenses of a civil engineer or land surveyor to establish on the Project site the required reference points and benchmarks, establish building lines and elevations, check for building framing, plumbness, and establish on building frame the required basic grid lines. The engineer or land surveyor shall be properly licensed in the State of California.

2. The Design-Build Entity shall locate and protect control points prior to starting Work on the Project site and preserve permanent reference points during construction, and shall require the engineer or surveyor to replace control points which become lost or destroyed.

C. Geotechnical and Survey.

1. Agency may provide a geotechnical report to Design-Build Entity that shall not be considered a part of the Contract Documents and shall be informational only and may not be relied upon by Design-Build Entity to form its basis of design. Design-Build Entity shall be responsible for obtaining its own geotechnical report which includes supporting data, findings and recommendations; and also with a legal description and a project survey, as necessary, which shall become a part of the Contract Documents. The Design Work shall be consistent with both the findings and recommendations of the Design-Build Entity's geotechnical report and legal description and Project survey, or such other geotechnical recommendations obtained by Design-Build Entity at its sole cost and expense.

2. The Design-Build Entity shall verify the location and depth (elevation) of all existing utilities and services before performing any excavation work.

3. Any additional tests, borings, etc. necessary to support the Construction Documents shall be the responsibility of the Design-Build Entity.

6.11 Dust Control.

A. Design-Build Entity, at its expense, shall maintain all excavations, embankments, haul roads, permanent access rods, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry accepted methods of dust control suitable for the area involved, such as sprinkling, chemical treatment, light bituminous treatment or similar methods, will be permitted.

6.12 Air Pollution.

A. To the extent applicable, Design-Build Entity must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management Agency (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Design-Build Entity shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Design-Build Entity shall indemnify Agency against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Design-Build Entity, its sub-consultants, or others for whom Design-Build Entity is responsible under its indemnity obligations provided for in this Agreement.

B. The Design-Build Entity shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements. Design-Build Entity shall not discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction.

6.13 Patent Fees and Royalties.

A. Design-Build Entity shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Agency or Agency's Representative, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Agency in the Contract Documents.

B. To the fullest extent permitted by Applicable Laws, Design-Build Entity shall indemnify, defend, and hold harmless Agency and Agency's Representative, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents or specified in the Contract Documents and identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

6.14 Permits and Licenses.

A. Design-Build Entity shall obtain and pay for all other permits and licenses required for the Work, including excavation permit and permits for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than Agency. The City will waive any City Permit and Inspection fees.

B. The Design-Build Entity shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the Performance Specifications, drawings, or by governing authorities, except for such off-site inspections identified as Agency's responsibility in the Contract Documents. The City will furnish special inspection and materials sampling and testing.

C. Before acceptance of the Work, the Design-Build Entity shall submit all licenses, permits, certificates of inspection and required approvals to Agency.

6.15 Applicable Laws.

A. Design-Build Entity shall give all notices required by and shall comply with all Applicable Laws applicable to the performance of the Work. Except where otherwise expressly required by Applicable Laws, neither Agency nor Agency's Representative shall be responsible for monitoring Design-Build Entity's compliance with any Applicable Laws. If Design-Build Entity performs any Work knowing or having reason to know that it is contrary to Applicable Laws, Design-Build Entity shall bear all claims, costs, losses, and damages (including but not limited to all fees and

charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.

6.16 Labor Laws and Design-Build Entity's Obligations.

A. Hours of Work.

1. The Design-Build Entity and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work on the Project in accordance with the Construction Schedule and in such a manner to allow for the full and adequate completion of the Project within the Project Completion Date.

2. Work on the Project shall be performed during regular working hours, except that in the event of an emergency or when required to complete the Work on the Project in accordance with job progress, Work may be performed outside of regular working hours with advance written notice to Agency. Permissible working hours shall be between 7:00 a.m. to 3:30 p.m. and shall not be changed except with consent of Agency.

3. Eight (8) hours of work shall constitute a legal day's work. The Design-Build Entity and each Subcontractor shall forfeit, as penalty to Agency, twenty-five dollars ($25) for each worker employed in the execution of Work on the Project by the Design-Build Entity or any Subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.

4. If the work done after hours is required by the Contract to be done outside the Design-Build Entity's regular working hours, the costs of any inspections, if required to be done outside normal working hours, shall be borne by Agency. If Agency allows the Design-Build Entity to do Work outside regular working hours for the Design-Build Entity's own convenience, the costs of any inspections required outside regular working hours shall be invoiced to the Design-Build Entity by Agency and deducted from the next progress payment. If the Design-Build Entity elects to perform Work outside the Inspector's regular working hours, costs of any inspections required outside regular working hours shall be invoiced to the Design-Build Entity by Agency and deducted from the next progress payment.

5. No Work on the Project or other activities by or on behalf of the Design-Build Entity which presents a hazard or unreasonable disruption to Agency staff shall be allowed during normal working hours. The determination as to whether Work on the Project or some other activity presents a hazard or constitutes an unreasonable disruption to Agency staff shall be made by and pursuant to the sole discretion of a representative of Agency. All Work on the Project or other activities which could present a hazard or unreasonable disruption to Agency staff shall be performed before or after normal working hours, on weekends, or on an Agency recognized holiday. Neither the Design-Build Entity nor its Subcontractors or anyone working on behalf of the Design-Build Entity or

Subcontractors shall be entitled to additional compensation or an extension of the Project Completion Date for having to arrange their Work schedule so as not to violate the provisions of this Article 6.17A. The Design-Build Entity, Subcontractors and persons working on behalf of the Design-Build Entity shall be expected to arrange such Work and other activities in advance so as to avoid creating monetary or time impacts.

B. Wage Rates, Travel, and Subsistence.

1. The Design-Build Entity is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Work on the Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, the Design-Build Entity agrees to fully comply with such Prevailing Wage Laws. Agency has obtained the prevailing wage rates from the Director of the Department of Industrial Relations, State of California. Copies of the prevailing wage rates are on file at Agency's office and shall be made available to any interested party on request. the Design-Build Entity shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform the Project available to interested parties upon request, and shall post copies at the Design-Build Entity's principal place of business and at the Project site. The Design-Build Entity shall defend, indemnify and hold Agency, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

2. Pursuant to Labor Code Section 1775, the Design-Build Entity is hereby advised that in the event that the Design-Build Entity fails to pay prevailing wages, the Design-Build Entity will be held liable for penalties and for shortfalls in wages and such amounts may be withheld from progress payments. the Design-Build Entity and each Subcontractor shall forfeit as a penalty to Agency not more than two hundred dollars ($200) for each Day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each Day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Design-Build Entity.

3. The Design-Build Entity shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

C. Labor Compliance/Payroll Records.

1. Pursuant to Labor Code Section 1776, the Design-Build Entity and each Subcontractor shall maintain weekly certified payroll records showing the name,

address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Project. The Design-Build Entity shall certify under penalty of perjury that records maintained and submitted by the Design-Build Entity are true and accurate. The Design-Build Entity shall also require Subcontractor(s) to certify weekly payroll records under penalty of perjury.

2. In accordance with Labor Code section 1771.4, the Design-Build Entity and each Subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR. This may include electronic submission. Design-Build Entity shall ensure full compliance with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement and all other applicable labor law. The Contractor shall provide a copy of the Certified Payroll Records and proof of submission to the DIR on a weekly basis.

3. Any stop orders issued by the DIR against Design-Build Entity or any Subcontractor that affect Design-Build Entity's performance of Work, including any delay, shall be Design-Build Entity's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Design-Build Entity caused delay subject to any applicable liquidated damages and shall not be compensable by the Agency. Design-Build Entity shall defend, indemnify and hold the Agency, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Design-Build Entity or any Subcontractor.

4. The payroll records described herein shall be certified and submitted by the Design-Build Entity at a time designated by the Agency. The Design-Build Entity shall also provide the following:

    a. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

    b. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

5. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

6. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the Agency, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Design-Build Entity awarded the Contract or performing the contract shall not be marked or obliterated.

7. In the event of noncompliance with the requirements of this Article 6.17C, the Design-Build Entity shall have ten (10) Days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this Article 6.17C. Should noncompliance still be evident after such ten (10) day period, the Design-Build Entity shall, as a penalty to the Agency, forfeit One Hundred Dollars ($100.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of DIR, such penalties shall be withheld from contract payments.

8. In submitting the Proposal on this Project, it shall be the Design-Build Entity's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this Contract and Applicable Law in its Proposal.

9. The Design-Build Entity shall include provisions of this Article 6.17C in all Subcontracts and require Subcontractors to comply with these provisions at no additional cost to Agency.

D. Apprentices.

1. The Design-Build Entity's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Design-Build Entity or any Subcontractor. The Design-Build Entity shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from DIR, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars ($100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.

E. Nondiscrimination.

1. Pursuant to Labor Code section 1735 and other applicable provisions of law, the Design-Build Entity and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Work. The Design-Build Entity will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

F. Workers' Compensation.

1. Pursuant to Labor Code section 1860, Design-Build Entity shall secure the payment of workers' compensation to its employees in accordance with the provisions of Labor Code section 3700. By its signature hereunder, Design-Build Entity certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work.

G. Public Works Registration.

1. Pursuant to Labor Code sections 1725.5 and 1771.1, the Design-Build Entity and its Subcontractors must be registered with the Department of Industrial Relations prior to the execution of a contract to perform public works. By entering into this Contract, Design-Build Entity represents that it is aware of the registration requirement and is currently registered with the DIR. Design-Build Entity shall maintain a current registration for the duration of the Project. Design-Build Entity shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any Subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

6.17 Debarment

A. Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the Agency. The Design-Build Entity shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

6.18 Taxes.

A. The Design-Build Entity shall pay all sales, consumer, use, and other similar taxes required to be paid in accordance with the Applicable Law of the place of the Project which are applicable during the performance of the Project. In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which the Design-Build Entity will be responsible.

6.19 Use of Site and Other Areas.

A. Limitation on Use of Site and Other Areas. The Design-Build Entity shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Applicable Laws, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Design-Build Entity shall assume full responsibility for any damage to any such land or area, or to the Agency or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work. Should any claim be made by any such Agency or occupant because of the performance of the Work, Design-Build Entity shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

B. Removal of Debris. During the progress of the Work Design-Build Entity shall keep the Site and other areas free from accumulations of waste materials, rubbish, and

other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to Applicable Laws.

C. Cleaning. Prior to Completion of the Work, Design-Build Entity shall clean the Site and the Work and make it ready for utilization by Agency. At the completion of the Work Design-Build Entity shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures. Design-Build Entity shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Build Entity subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.20 Utility Usage.

A. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Design-Build Entity. Design-Build Entity shall provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of the Work, Design-Build Entity shall remove all temporary distribution systems. All permanent meters installed shall be listed in the Design-Build Entity's name until the Work is accepted. If Work is to be performed in existing Agency's facilities, Design-Build Entity may, to the extent authorized by Agency in writing, use Agency's existing utilities. If Design-Build Entity uses Agency utilities, it shall compensate Agency for utilities used.

6.21 Record Drawings.

A. Design-Build Entity shall maintain in a safe place at the Site one record copy of the Contract Documents and written interpretations and clarifications in good order and annotated to show changes made during construction. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. These master record drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.

B. Record drawings shall be accessible to Agency's Representative at all times during the construction period. Upon Completion of the Project and as a condition of final acceptance, the Design-Build Entity shall finalize and deliver a complete set of record drawings to Agency's Representative. The information submitted by the Design-Build Entity will be assumed to be correct, and the Design-Build Entity shall be responsible for, and liable to Agency, for the accuracy of such information, and for any errors or omissions which may or may not appear on the record drawings.

6.22 Safety and Protection.

A. Design-Build Entity shall be solely responsible for all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety laws. Design-Build Entity shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Design-Build Entity shall comply with all Applicable Laws relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design-Build Entity shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. Design-Build Entity shall comply with the applicable requirements of Agency's safety programs, if any. Design-Build Entity shall inform Agency and Agency's Representative of the specific requirements of Design-Build Entity's safety program with which Agency's and Agency's Representative's employees and representatives must comply while at the Site.

C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Design-Build Entity, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Design-Build Entity.

6.23 Safety Representative.

A. Design-Build Entity shall designate an OSHA-certified and experienced safety representative at the Project site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. Design-Build Entity shall provide Agency's Representative the name and contract information of the safety representative in writing. Design-Build Entity shall provide Agency's Representative the name and contact information of the safety representative in writing.

6.24 Hazard Communication Programs.

A. Design-Build Entity shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made

available to or exchanged between or among employers at the Project site in accordance with Applicable Laws.

6.25 Emergencies.

A. In an emergency affecting safety of life or of Work or of adjoining property, Design-Build Entity, without special instruction or authorization from Agency, shall act to prevent such threatened loss or injury; and Design-Build Entity shall so act, without appeal, if directed or instructed by Agency. Any compensation claimed by Design-Build Entity on account of emergency work shall be determined in accordance with the Contract Documents.

6.26 Guarantee.

A. The Design-Build Entity unconditionally guarantees all Work on the Project will be completed in accordance with the requirements of the Contract Documents, and will remain free of defects in workmanship and materials for a period of one (1) year from the date of Project Completion, unless a longer guarantee period is specifically called for in the Contract Documents. However, a shorter guarantee period shall apply to landscape plants, trees, turf, etc. Trees or shrubs greater than one gallon in size at the time of planting shall be guaranteed for one (1) year, and all other plant material shall be guaranteed for six (6) months. The Design-Build Entity shall repair or replace any and all Work, together with any adjacent work that may have been damaged or displaced, which was not in accordance with the requirements of the Contract Documents, or that may be defective in its workmanship or material within the guarantee period specified in the Contract Documents, without any expense whatsoever to Agency; ordinary wear and tear and abuse excepted.

B. The Design-Build Entity further agrees, within fourteen (14) Days, or as such shorter period as may be designated for emergency repairs, after being notified in writing by Agency, of any Work not in accordance with the requirements of the Contract Documents or any defects in the Work on the Project, that the Design-Build Entity shall commence and execute, with due diligence, all Work necessary to fulfill the terms of the guarantee. If Agency finds that the Design-Build Entity fails to perform any of the Work under the guarantee, Agency may elect to have the Work completed at the Design-Build Entity's expense and the Design-Build Entity will pay costs of the Work upon demand. Agency will be entitled to all costs, including reasonable attorneys' fees and consultants' expenses necessarily incurred upon the Design-Build Entity's refusal to pay the above costs.

C. Where Defective Work (or damage to other Work resulting therefrom) has been corrected or removed and replaced, the Warranty period hereunder with respect to such Work shall be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

D. Design-Build Entity's obligations under this Article are in addition to any other obligation or warranty and do not limit Agency's rights and remedies pursuant to California Code of Civil Procedure sections 337.10 and 337.15. or any other Applicable Law.

E. Notwithstanding the foregoing provisions, in the event of an emergency constituting an immediate hazard to health or safety of Agency employees, property, or licensees, Agency may undertake, at the Design-Build Entity's expense and without prior notice, all Work necessary to correct such condition(s) when it is caused by Work of the Design-Build Entity not being in accordance with the requirements of the Contract Documents.

6.27 Warranty.

A. The Design-Build Entity warrants to Agency that any and all materials, equipment and furnishings incorporated in the Project will be of good quality and new unless otherwise required or permitted by the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The foregoing warranty excludes improper operation, or normal wear and tear under normal usage under the control of Agency. Such warranty shall exclude warranties relating to design, warranty of fitness, and any other express or implied warranties other than as set forth herein or in the Contract Documents; provided, however, that the foregoing shall not impair the rights of Agency to maintain an action for breach of contract against the Design-Build Entity. Nothing contained in these Contract Documents pertaining to warranty or guarantee shall be construed as limiting any other rights Agency may have at law, including rights for latent defects under Code of Civil Procedure Section 337.15.

6.28 Indemnification.

A. To the fullest extent allowed by law (including without limitation Civil Code Sections 2782 and 2782.8), the Design-Build Entity shall defend (with counsel of Agency's choosing), indemnify and hold Agency, its officials, officers, agents, employees, and representatives free and harmless from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, regardless of whether the allegations are false, fraudulent, or groundless, arising out of, related to, or in connection with any acts, omissions or willful misconduct of Design-Build Entity, its officials, officers, employees, agents, consultants, contractors, and Subcontractors arising out of or in connection with the performance of the Work or this Contract, including claims made by Subcontractors for nonpayment, and including without limitation the payment of all attorney's fees and other related costs and expenses except to the extent caused by the sole or active negligence or willful misconduct of the Agency. The Design-Build Entity shall defend, at the Design-Build Entity's own cost, expense and risk, with counsel of Agency's choosing, any and all such suits, actions or other legal proceedings of every kind that may be brought or instituted against Agency, its officials, officers, agents, employees and representatives. The Design-Build Entity shall pay and satisfy any judgment, award or decree that may be rendered against Agency, its officials, officers, agents, employees and representatives, in any such suit, action or other legal proceeding. The Design-Build Entity shall reimburse Agency, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Design-Build Entity agrees to pay, or reimburse Agency and Agency's Representative, for regulatory agency or court imposed fees, fines, or penalties imposed on Agency and

Agency's Representative arising from the Design-Build Entity's failure to complete the Project in a timely manner and/or in accordance with the Contract Documents and any applicable permits or Applicable Laws. The Design-Build Entity's responsibility and obligation to pay, or reimburse Agency and Agency's Representative, for these fees, fines, or penalties shall be in addition to the assessment of liquidated damages for late completion of the Project. This indemnity provision shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable. Insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Design-Build Entity.

B. If the Design-Build Entity's obligation to defend, indemnify, and/or hold harmless arises out of the Design-Build Entity's performance as a "design professional" (as that term is defined under Civil Code Section 2782.8), then, and only to the extent required under Civil Code Section 2782.8, which is fully incorporated herein, the Design-Build Entity'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 Design-Build Entity, and, upon Design-Build Entity obtaining a final adjudication by a court of competent jurisdiction, Design-Build Entity's liability for such claim, including the cost to defend, shall not exceed the Design-Build Entity's proportionate percentage of fault.

C. In claims against any person or entity indemnified under this Article that are made by an employee of the Design-Build Entity or any Subcontractor, a person indirectly employed by the Design-Build Entity or any Subcontractor, or anyone for whose acts the Design-Build Entity or any Subcontractor may be liable, the indemnification obligation under this Article shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for Design-Build Entity or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts or any other insurance limitations.

D. In the event the Design-Build Entity and one or more than one other party is connected with an accident or occurrence covered by this indemnification, then all such parties shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate responsibility among such indemnifying parties for the loss and expense of any such indemnification shall be resolved without jeopardy to any indemnitee listed in this Article.

E. The provisions of this Article shall survive the termination of this Contract howsoever caused, and no payment, partial payment, or acceptance of occupancy in whole or part of the Work shall waive or release any of the provisions of this Article.

6.29 Superintendent.

A. The Design-Build Entity shall employ a competent Superintendent satisfactory to Agency who shall be in attendance at the Project site at all times during the performance of the Construction Work. Superintendent shall represent the Design-Build Entity and communications given to, and received from, Superintendent shall be binding on the Design-Build Entity. Superintendent must be able to proficiently speak, read and write in English. Failure to maintain a Superintendent on the Project site at all times Work on the Project is in progress shall be considered a material

breach of this Contract, entitling Agency to terminate the Contract or, alternatively, issue a Suspension Order until the Superintendent is on the Project site. If, by virtue of issuance of said Suspension Order, the Design-Build Entity fails to complete the Contract by the Project Completion Date, the Design-Build Entity will be assessed Liquidated Damages in accordance with the Contract.

B. Any changes to the assignment of the Superintendent shall receive prior written approval from Agency. The Superintendent may not perform the work of any trade, pick up materials, or perform any work not directly related to the supervision and coordination of the Construction Work at the Project site when work is in progress. In addition, the Design-Build Entity will provide all key personnel identified in the Contract for the time periods stipulated.

6.30 Project Staffing.

A. The Design-Build Entity and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work on the Project; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled and fit workers on the job to complete all Work on the Project in accordance with all requirements of the Contract.

B. Agency shall have the right, but not the obligation, to require the removal from the Project of the Design-Build Entity's Representative, or any other superintendent, staff member, agent, or employee of any contractor, Subcontractor, material or equipment supplier, or any other entity working on the Project. Removal may be required for any reason designated by Agency, including but not limited to, failure or refusal to perform Work on the Project in a manner acceptable to Agency, uncooperative or incompetent performance on the Project, threatening the adequate or timely completion of the Project, or threatening the safety of persons or property.

6.31 Compliance With State Storm Water Permit for Construction.

A. Storm, surface, ground, nuisance, or other waters may be encountered at various times during the Work. Design-Build Entity hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Proposal accordingly, and assumes any and all risks and liabilities arising therefrom.

B. Design-Build Entity shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Agency's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to California Regional Water Quality Control Boards (Santa Ana and San Diego Regions) Order No. R8-2009-0030 (NPDES Permit No. CAS 618030), Order No. R9-2009-0002, Order No. R8-2009-0045, Order No. R9-2013-0001 as amended by

Order Nos. R9-2015-0001 and R9-2015-0100, and State Water Resources Control Board Order No. 2010-0014-DWQ, Order No. 2009-0009-DWQ, and Order No. 2012-0006-DWQ, and any amendment or renewal thereof.

C. The Design-Build Entity shall be required to comply with all conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Design-Build Entity shall be responsible for filing the Notice of Intent and for obtaining the Permit. If applicable, the Design-Build Entity shall be solely responsible for preparing and implementing a Stormwater Pollution Prevention Plan ("SWPPP") prior to initiating work on the Project. It shall be the Design-Build Entity's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP to address storm water impacts. The Design-Build Entity shall comply with all requirements of the State Water Resources Control Board. The Design-Build Entity shall include all costs of compliance with specified requirements in the Price. For those Sites where construction activity results in the disturbance of less than one acre of total land area and/or do not need coverage under the Permit, the Design-Build Entity shall be responsible for preparing and implementing an Erosion and Sediment Control Plan in accordance with California Regional Water Quality Control Board Order No. R8-2009-0030, Order No. R9-2013-0001 as amended by Order Nos. R9-2015-0001 and R9-2015-0100 and any amendment or renewal thereof.

D. The Design-Build Entity shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. The Design-Build Entity shall provide copies of all reports and monitoring information to the Agency's Representative. The Design-Build Entity shall comply with the lawful requirements of any applicable municipality, the County, drainage authority, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

E. Failure to comply with laws, regulations, and ordinances listed in this Article is a violation of federal and state law. Notwithstanding any other indemnity contained in this Contract, Design-Build Entity agrees to indemnify and hold harmless the Agency, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the Agency, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the Agency, its officials, officers, agents, employees or authorized volunteers. Agency reserves the right to defend any enforcement action or civil action brought against the Agency for Design-Build Entity's failure to comply with any applicable water quality law, regulation, or policy. Design-Build Entity hereby agrees to be bound by,

and to reimburse the Agency for the costs associated with, any enforcement action and/or settlement reached between the Agency and any relevant enforcement entity.

F. The Design-Build Entity shall be responsible for compliance with the Santa Ana Regional Water Quality Control Board (RWQCB) issued MS4 Permit. The preparation of a Water Quality Control Plan (WQMP) and the installation of post-construction best management practices (BMPs) will be required for this project and shall be in conformance with the Model WQMP Guidance and Template, City of Fontana's Water Quality Management Plan Handbook, and any other governing regulations, codes or permits pertinent to this work. An underground infiltration chamber system or surface bioswales are the City's preferred method of storm water infiltration. Dry wells are not permitted within the City of Fontana.

6.32 Monthly Report.

A. The Design-Build Entity shall prepare and submit to Agency, during both the Construction Documents Phase and the Construction Phase, monthly reports on the Work accomplished during the prior monthly period. Such reports shall be prepared in a manner and in a format approved by Agency. Reports shall be furnished at the time of submission of each monthly application for payment. The monthly report shall also set forth the Design-Build Entity's projected progress for the forthcoming month.

6.33 Other Reports.

A. The Design-Build Entity will cooperate with Agency in preparing, or causing to be prepared, all or part of, periodic project reports required by state or federal agencies.

6.34 Notice of Labor Dispute.

A. If the Design-Build Entity has knowledge that any actual or potential labor dispute is delaying, or threatens to delay, the timely performance of Work on the Project, the Design-Build Entity shall immediately give written notice including all relevant information to Agency.

B. The Design-Build Entity agrees to insert the substance of this Article 6.36 in any subcontract to which a labor dispute may delay the timely performance of Work on the Project, except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor shall immediately notify the next higher tier Subcontractor or the Design-Build Entity, as the case may be, of all relevant information concerning the dispute.

6.35 Documents and Samples At Project Site.

A. The Design-Build Entity shall maintain the following at the Project site:

1. One current copy of the Contract Documents (including Construction Documents), in good order and marked to record current changes and selections made during construction.

2. One copy of the prevailing wage rates applicable to the Project.

3. The current accepted Project Schedule.

4. Shop Drawings, Product Data, and Samples.

5. All other required submittals.

6.36 Cutting, Fitting, and Patching.

A. The Design-Build Entity shall do all cutting, fitting, or patching work required to make all parts of the Project come together properly and to allow the Project to receive or be received by the work of Separate Contractors shown upon, or reasonably implied by, the Contract Documents. The Design-Build Entity shall not endanger the Project, or adjacent property by cutting, digging, or otherwise. The Design-Build Entity shall not cut or alter the work of any Separate Contractor without the prior written consent of Agency's Representative.

6.37 Access to Work.

A. Agency, Agency's Representative, their consultants, and other persons authorized by Agency will at all times have access to the Work on the Project wherever it is in preparation or progress. The Design-Build Entity shall provide safe and proper facilities for such access and for inspection.

6.38 Concealed Or Unknown Conditions.

A. Except and only to the extent provided otherwise in Articles 9 and 10, by signing the Contract, the Design-Build Entity agrees:

1. To bear the risk of concealed or unknown conditions, if any, which may be encountered in performing the Contract, as described in the Contract Documents, and/or can reasonably be inferred by the Design-Build Entity based on its experience and expertise; and

2. That the Design-Build Entity's Contract Price for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of concealed or unknown conditions, the Design-Build Entity understands that, except and only to the extent provided otherwise in Articles 9 and 10, concealed and/or unknown conditions shall not excuse the Design-Build Entity from its obligation to achieve full completion of the Project within the Project Completion Date, and shall not entitle the Design-Build Entity to an adjustment of the Contract Price.

B. If concealed or unknown conditions are encountered which require, in the opinion of Agency's Representative, design details which differ from those details shown in the Bridging Documents and Agency's Representative finds that such revised design details will cause an increase or decrease in the cost of, or the time required for performance of the Contract, and if Agency agrees with Agency's Representative's determinations, Agency will issue a Change Order modifying the Contract to provide

for the change in design details and to provide for an adjustment in the Contract Price and/or Project Completion Date pursuant to Articles 9 and 10 following receipt of a Change Order Request.

C. If the Design-Build Entity encounters concealed or unknown conditions that differ materially from those anticipated or expected, the Design-Build Entity shall notify Agency's Representative within three (3) Days in writing of such conditions so that Agency's Representative can determine if such conditions require design details which differ from those design details shown in the Bridging Documents. Design-Build Entity shall be liable to Agency for any extra costs incurred as a result of the Design-Build Entity's failure to give such notice. Design-Build Entity's failure to give such notice shall constitute a waiver by Design-Build Entity of any additional compensation.

6.39 Liability for and Repair of Damaged Work.

A. Design-Build Entity shall be liable for any and all damages and losses to the Project (whether by fire, theft, vandalism, earthquake, flood or otherwise) prior to Agency's acceptance of the Project as fully completed.

6.40 Environmental Quality Protection

A. Landscape and Vegetation Preservation

1. The Design-Build Entity shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.

B. Protected Species

1. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Design-Build Entity shall notify the Agency Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to Agency within 2 Days. The Design-Build Entity shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal. If directed by the Agency Representative, Design-Build Entity will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any Agency directed changes to the Work as a result of a siting will be pursuant

to the Contract Documents. Any costs or delays incurred by Agency or the Design-Build Entity due to unreasonable or false notification of an endangered plant or animal will be borne by the Design-Build Entity.

C. Preservation of Historical and Archeological Resources

1. If, in the performance of the Work, Design-Build Entity should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Design-Build Entity notify the Agency Representative immediately, giving the location and nature of the findings. The Design-Build Entity shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource. If directed by the Agency Representative, Design-Build Entity will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. The Design-Build Entity shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any Agency directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents. Should Design-Build Entity, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Design-Build Entity shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Design-Build Entity shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify Agency pursuant to the Contract Documents.

6.41 Technical Manuals; Spare Parts.

A. The Design-Build Entity shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by Agency's operation and maintenance staff. The Design-Build Entity shall furnish to Agency six (6) identical Technical Manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard binder.

B. The Design-Build Entity shall furnish to Agency six (6) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall include those spare parts which each manufacturer recommends be maintained by Agency in inventory. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to assist Agency in ordering. The Design-Build Entity shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring binder.

ARTICLE 7 -OTHER WORK AT THE PROJECT SITE

7.1 Related Work At Project Site.

A. Nothing contained in the Contract Documents shall be interpreted as granting to Design-Build Entity exclusive occupancy at the Project site. Agency reserves the right to award separate contracts for, or to perform with its own forces, construction or operations related to the Work or other construction or operations at or affecting the Project site, including portions of Work on the Project which have been deleted by Change Order. The Design-Build Entity shall cooperate with Agency's employees or through other direct contracts, or have other work performed by utility owners (collectively, "Other Contractors"). If such other work is not noted in the Contract Documents, then written notice thereof will be given to the Design-Build Entity prior to starting any such other work. The Design-Build Entity shall participate with Agency and Separate Contractors in joint review of construction schedules and Project requirements when directed to do so. The Design-Build Entity shall make necessary revisions to the Project Schedule after such joint review.

B. Design-Build Entity shall be solely responsible for all costs associated with coordinating its Work with Separate Contractors. Design-Build Entity shall not be entitled to additional compensation from Agency for damages resulting from such simultaneous, collateral, and essential Work. If necessary to avoid or minimize such damage or delay, Design-Build Entity shall redeploy its work forces to other parts of the Work, or adjust its Work schedule including reasonable acceleration of the Work. If a portion of the Work on the Project is dependent upon the proper execution or results of other construction or operations by Agency or Separate Contractors, the Design-Build Entity shall inspect such other design or construction or operations before proceeding with that portion of the Work on the Project. The Design-Build Entity shall promptly report to Agency's Representative apparent discrepancies or defects which render the other design, construction or operations unsuitable to receive the Work on the Project. Unless otherwise directed by Agency's Representative, the Design-Build Entity shall not proceed with the portion of the Work on the Project affected until apparent discrepancies or defects have been corrected. Failure of the Design-Build Entity to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by Agency or Separate Contractors is suitable to receive the Work on the Project, except as to defects not then reasonably discoverable.

C. Design-Build Entity shall afford each Separate Contractor proper and safe access to the Project site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Design-Build Entity shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Design-Build Entity shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Design-Build Entity may cut or alter others' work with the written consent of Agency's Representative and the others whose work will be affected.

D. If the proper execution or results of any part of Design-Build Entity's Work depends upon work performed by Separate Contractors, Design-Build Entity shall inspect such other work and promptly report to Agency's Representative in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Design-Build Entity's Work. Design-Build Entity's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Design-Build Entity's Work except for latent defects and deficiencies in such other work.

E. If any claims are made by Separate Contractors arising out of Design-Build Entity's performance of the Work, Design-Build Entity shall be responsible to immediately resolve the dispute and indemnify Agency pursuant to the Contract Documents.

F. Agency's Representative shall arrange meetings with Separate Contractors performing work to plan coordination of construction activities but will not be responsible to direct coordination efforts. Any difference or conflict arising between Design-Build Entity and any Separate Contractor shall be submitted to Agency's Representative for a decision in the matter. Design-Build Entity shall comply with direction from Agency's Representative whose decision on coordination matters will be final.

7.2 For Delays by Others.

A. By entering into this Contract, Design-Build Entity acknowledges that there may be Separate Contractors on the Project site whose work will be coordinated with that of Design-Build Entity. Design-Build Entity expressly warrants and agrees that Design-Build Entity will cooperate with Separate Contractors and will do nothing to delay, hinder, or interfere with the work of Separate Contractors, Agency, or Agency's Representative. Design-Build Entity also expressly agrees that, in the event its Work is hindered, delayed, interfered with, or otherwise affected by a Separate Contractor, its sole remedy will be a direct action against the Separate Contractor. Design-Build Entity will have no remedy, and hereby expressly waives any remedy, against Agency or Agency's Representative on account of delay, hindrance, interference, or other event caused by Separate Contractor.

7.3 Design-Build Entity's Delay Or Damage.

A. Design-Build Entity shall be liable to Agency and any Separate Contractor for the direct delay and disruption costs or damages incurred by such Separate Contractor as a result of Design-Build Entity's wrongful action or inactions.

ARTICLE 8 -SUBCONTRACTORS

8.1 Award of Subcontracts and Other Contracts for Portions of The Work.

A. All Subcontractors shall be retained in accordance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 *et seq*.). The Design-Build Entity shall not, without the consent of Agency: substitute any person or entity as a Subcontractor in place of the Subcontractor designated in the Proposal; or permit any such Subcontractor to be assigned or transferred, or allow it to be performed by any person or entity other than the original Subcontractor listed in the

Proposal. Any assignment or substitution made without the prior written consent of the awarding authority or not in compliance with the Subletting and Subcontracting Fair Practices Act shall be void, and the assignees shall acquire no rights in the Contract. Any consent, if given, shall not relieve the Design-Build Entity or its Subcontractors from their obligations under the terms of the Contract. All requests by the Design-Build Entity for substitution will be handled through Agency's Representative.

B. The Design-Build Entity shall submit to Agency's Representative after selecting Subcontractors pursuant to an open and competitive process, an updated expanded list of Subcontractors, along with their respective addresses, telephone numbers, e-mail addresses and contractor's license numbers. The expanded list of Subcontractors shall be provided and/or updated no later than ten (10) Days after the date which the Design-Build Entity awards a contract for any portion of the Work to a Subcontractor not originally listed in the Design-Build Entity's Proposal.

C. Agency has the right to request all documentation that supports the Design-Build Entity's selection of a Subcontractor. Agency shall have the right of final approval as to the qualifications of a Subcontractor to perform its designated scope of Work. Within Agency's discretion, any Subcontractor may be deemed not qualified to perform Work on the Project if Agency or Agency's Representative determines that the Subcontractor fails to meet the requirements of the Contract Documents, or for any other reason.

D. Any increase in the cost of the Work on the Project resulting from the replacement or substitution of a Subcontractor pursuant to this Article or as required by Agency or Agency's Representative pursuant to this Article, shall be borne solely by the Design-Build Entity. The Design-Build Entity shall not be entitled to any increase in Contract Price or an extension of Project Completion Date due to such replacement or substitution.

E. Any part of the Work on the Project performed for the Design-Build Entity by a Subcontractor shall be pursuant to a written subcontract. Each such subcontract shall require the Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Design-Build Entity by the terms of the Contract Documents, to assume toward the Design-Build Entity all the obligations and responsibilities which the Design-Build Entity assumes towards the Agency by the Contract Documents, and to perform such portion of the work on the Project in accordance with the Contract Documents. Each such subcontract shall preserve and protect the rights of the Agency under the Contract Documents, with respect to the work to be performed by Subcontractor, so that subcontracting thereof will not prejudice such rights. The Design-Build Entity is responsible for reviewing and coordinating the Work of and among his Subcontractors and Design Professionals. This review and coordination includes, but is not limited to, resolution of any inconsistencies, errors or omissions.

8.2 Contingent Assignment of Subcontracts.

A. The Design-Build Entity hereby assigns to Agency all its interest in first tier subcontracts now or hereafter entered into by the Design-Build Entity for

performance of any part of the Work on the Project. The assignment will be effective upon acceptance by Agency in writing and only as to those subcontracts which Agency designates in writing. Agency may accept said assignment at any time during the course of the Work on the Project and prior to Final Completion in the event of a suspension or termination of the Design-Build Entity's rights under the Contract Documents. Such assignment is part of the consideration to Agency for entering into the Contract with the Design-Build Entity and may not be withdrawn prior to Final Completion.

ARTICLE 9 -CHANGE IN CONTRACT PRICE; CHANGE IN CONTRACT TIMES

9.1 Contract Change Orders.

A. Agency, without invalidating the Contract, may order changes in the work consisting of additions, deletions or other revisions, and the Contract Price and/or Contract Time shall be adjusted accordingly. All such changes in the Work shall be authorized by written Change Order and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Design-Build Entity indicates the Design-Build Entity's agreement therewith, including any adjustment in the Contract Price and/or Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the work authorized by the Change Order. No changes in the Work covered by this Contract shall exonerate any surety or any bond given in connection with this Contract. No dispute, disagreement or failure of the Parties to reach agreement on the terms of a Change Order shall relieve the Design-Build Entity from the obligation to proceed with performance of the changed work promptly and expeditiously. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract Documents, and shall be subject to all terms, conditions and provisions of the original Contract Documents.

B. Design-Build Entity shall promptly execute changes in the Work as directed in writing by Agency even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time, if any. All claims for additional compensation to the Design-Build Entity shall be presented in writing. No claim will be considered after the work in question has been done unless a written Change Order has been issued or a timely written notice of claim has been made by Design-Build Entity. Design-Build Entity shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done.

9.2 Contract Change Order Procedures.

A. Agency Directive

1. The Agency may direct changes in the Work, including deletion of Work, by delivering a written work directive. To the extent the work directive results in a change to the Contract Price and/or Contract Time, Design-Build Entity must timely submit a Change Order Request and comply with all Change Order procedures in accordance with this Article. Notwithstanding issuance of a work directive, Design-Build Entity's failure to timely submit a Change Order

Request shall constitute a waiver by Design-Build Entity of any adjustment to the Contract Price and/or Contract Time for work performed under the directive. The Agency shall not be liable to Design-Build Entity for work performed or omitted by Design-Build Entity in reliance on verbal orders.

2. The Agency shall have the right to order changes in the Work by a unilateral Change Order setting forth the Agency's determination of the reasonable additions or savings in the Contract Price and/or Contract Time.

B. Design-Build Entity Change Order Requests

1. The Design-Build Entity agrees that one of the purposes of the Contract is to minimize the risk for Change Orders and reduce the likelihood of Change Orders. Change Order Requests shall be kept to a minimum.

2. The Design-Build Entity may request changes to the Contract Price and/or Contract Time for Agency directed changes in the Work or for Additional Work caused by the acts, errors, or omissions of the Agency, or caused by unforeseen conditions if, and only if, the Design-Build Entity follows the procedures specified in this Article. Work that should or could have been included as part of the Construction Documents or work resulting from ambiguities in the Construction Documents shall not be considered Additional Work and the Agency will not issue a Change Order for said work.

3. If Design-Build Entity intends to initiate a Change Order Request, then Design-Build Entity shall provide the Agency with written notice of the underlying facts and circumstances that give rise to the proposed change. Design-Build Entity shall submit the notice of change/delay prior to performance of the work and no later than five (5) Days after the Agency's work directive or Design-Build Entity discovers the circumstances causing the need for the Change Order. To be considered valid and complete, the notice of change/delay shall include a general statement of the circumstances giving rise to the notice of change/delay and a reasonable order of magnitude estimate of the additional costs and/or time. If the circumstances give rise to both a cost adjustment and time extension, Design-Build Entity shall submit the notice of change and notice of delay concurrently.

4. A Change Order Request will only be deemed timely submitted if it is submitted prior to incurring any expense and within fourteen (14) Days from Design-Build Entity's notice of change/delay.

5. A Change Order Request must state that it is a Change Order Request, state and justify the reason for the request, and specify the amount of any requested adjustment to the Contract Price and/or Contract Time, if any. The Change Order Request shall include all of the following information (unless inapplicable to the change): A detailed description of the circumstances giving rise to the request; A complete itemized cost proposal, including itemized pricing for costs; Supporting documentation for all costs; A time impact analysis showing the impact of the delay to the critical path to completion; If any added costs or information cannot be determined at the

time of the Change Order Request, the reason the costs or information cannot be determined at the time; and Certification to the accuracy of the Change Order Request under penalty of perjury. The time impact analysis shall be in the critical path method format and shall show the sequencing of all critical and non-critical new activities and/or activity revisions affected by the delay, with logic ties to all affected existing activities noted on the schedule. The Agency may demand, and Design-Build Entity shall provide, any additional information supporting the Change Order Request, including but not limited to native electronic format version of schedules and time impact analyses. Design-Build Entity shall provide the requested additional information within five (5) Days of the request.

6. If the Agency denies the Change Order Request or disagrees with the proposal submitted by Design-Build Entity, it will notify the Design-Build Entity, and the Agency will provide its opinion of the appropriate change to the Contract Price and/or Contract Time. If no agreement can be reached, the Agency shall have the right to order the work by a unilateral Change Order setting forth the Agency's determination of the reasonable additions or savings in the Contract Price and/or Contract Time, if any. The Agency's determination shall become final and binding if the Design-Build Entity fails to submit a Claim in writing to the Agency within fourteen (14) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order and providing such supporting documentation for its position as the Agency may reasonably require.

C. Change Order Format

1. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in compensation or extension of time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

2. The Agency may designate the forms to be used for notices, Change Order Requests, and Change Orders. If so designated, Design-Build Entity may only use such forms. Design-Build Entity shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order. No Claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Design-Build Entity may not change or modify the Agency's Change Order form in an attempt to reserve additional rights.

9.3 Determining Adjustments to Compensation.

A. Limitation on Costs. Design-Build Entity shall not be entitled to any compensation for Work subject to a Change Order except as expressly set forth in this Article. The mark-up added in instances of Additional Work shall constitute the entire amount of profit, any mark-ups, any field or home office overhead costs,

including personnel, equipment or office space, any materials, or any costs of equipment idle time for such Work.

B. Lump Sum Change Orders. Whenever possible, any changes affecting compensation shall be in a lump sum mutually agreed by the Design-Build Entity and the Agency.

C. Time and Materials Change Orders. The Agency may direct the Design-Build Entity to proceed with the Additional Work with payment to be made on the basis of actual cost of the labor and materials required to complete the Additional Work. If the Project is federally funded, a time and materials Change Order shall only be issued after a determination that no other Change Order is suitable and the Change Order shall include a ceiling price that the Design-Build Entity exceeds at its own risk.

D. Federally Funded Projects. For any change in price to the Contract, general and administrative expenses shall be negotiated and must conform to the cost principles set forth under at 2 C.F.R. Part 200, subpart E, and profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the Additional Work to be performed, the risk borne by the Design-Build Entity, the Design-Build Entity's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

E. Allowed Costs. Estimates for lump sum quotations and accounting for time-and-material work shall be limited to direct expenditures necessitated specifically by the change and shall be segregated as follows

1. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Design-Build Entity establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. Costs of labor travel shall not be included.

2. Materials. The cost of materials reported shall be at the lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials costs shall be based upon supplier or manufacturer’s invoice.

3. Tool and Equipment Use. Regardless of ownership, the rates to be used in determining equipment use shall not exceed the rates listed in the Caltrans Labor Surcharge and Equipment Rental Rate Book. If a specific tool or equipment is not listed therein, then the rate included shall not exceed that in

which is prevailing locally at equipment rental agencies, or distributors, at the time the work is performed. The Design-Build Entity shall furnish cost data supporting the establishment of the rental rate. The rental rate to be applied for use of each items of equipment shall be the rate resulting in the least total cost to the Agency for the total period of use. The Agency shall the make the final determination as to an equitable rental rate for the equipment. No payment will be made for the use of small tools, which have a replacement value of $1,000 or less.

a. The rental time to be paid for equipment shall be the time the equipment is in productive operation on the Additional Work being performed. Rental time will not be allowed while equipment is inoperative due to breakdowns or otherwise unnecessarily idled.

b. All equipment shall, in the opinion of the Agency, be in good working condition and suitable for the purpose for which the equipment is to be used. Equipment with no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

c. Before construction equipment is used on any Additional Work, the Design-Build Entity shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Agency, in duplicate, a description of the equipment and its identifying number.

d. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour greater than 30 minutes will be considered one hour of operation. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation.

4. Allowed Mark-up. The allowed mark-up for any and all overhead (including supervision and home and field office costs) and profit on work added to the Contract shall be determined in accordance with the following provisions:

a. “Net Cost” is defined as the actual costs of labor, materials and tools and equipment only, excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Design-Build Entity and Subcontractors at cost only, without mark-up. Design-Build Entity shall provide the Agency with documentation of the costs, including but not limited to payroll records, invoices, and such other information as the Agency may reasonably request.

b. For Work performed by the Design-Build Entity’s forces the allowed mark-up shall not exceed fifteen (15%) percent of labor costs, ten percent (10%) of material costs, and ten percent (10%) of the cost of tools and equipment use.

c. For Work performed by a Subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Subcontractor’s Net Cost of the Work to which the Design-Build Entity may add up to five percent (5%) of the Subcontractor’s Net Cost.

d. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the Subcontractor and Design-Build Entity may each add up to an additional five percent (5%) of the Net Cost of the lower tier subcontractor.

e. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by the Agency exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.

f. Calculation of the mark-up will be subject to the limitations above and to calculation as further detailed in (b)(B)(5) above.

5. Documentation of Time-and-Material Costs.

a. T&M Daily Sheets. Design-Build Entity must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the Agency's for an approval signature each day that Work is performed on a time-and-material basis. The Engineer's signature on time sheets only serves as verification that the Work was performed and is not indicative of the Agency's agreement to Design-Build Entity's entitlement to the cost.

b. T&M Summary Sheet. Design-Build Entity shall submit a T&M Summary Sheet, which shall include total actual costs, within five (5) Days following completion of Additional Work on a time-and-material basis. Design-Build Entity's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and any other costs, along with documentation supporting the costs. Design-Build Entity's failure to submit the T&M Summary Sheet within five (5) Days of completion of the Additional Work will result in Design-Build Entity's waiver for any reimbursement of any costs associated with the Additional Work.

c. Excluded Costs. The following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by the Design-Build Entity's mark-up, shall not be allowed costs and shall not be included in any lump sum proposals or time-and-materials invoices:

(i) Overhead Cost. Payroll costs and other compensation of Design-Build Entity's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Design-Build Entity whether at the Site or in Design-Build Entity's principal office or any branch office, material yard, or shop for general administration of the Work;

(ii) Office Expenses. Expenses of Design-Build Entity's principal and branch offices;

(iii) Capital Expenses. Any part of Design-Build Entity's capital expenses, including interest on Design-Build Entity's capital employed for the Additional Work and charges against Design-Build Entity for delinquent payments;

(iv) Negligence. Costs due to the negligence of Design-Build Entity or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;

(v) Small Tools. Cost of small tools valued at less than $1,000 and that remain the property of Design-Build Entity;

(vi) Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;

(vii) Anticipated Lost Profits. Expenses of Design-Build Entity associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;

(viii) Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the Eichleay, Allegheny, burden fluctuation, or other similar methods;

(ix) Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Design-Build Entity, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.

(x) Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents; including but not limited to: submittals, drawings, field drawings, shop drawings, including submissions of drawings; field inspection; general superintendence; computer services; reproduction services; salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; janitorial services; small tools, incidentals and consumables; temporary on-site facilities (offices, telephones, high speed internet access, plumbing, electrical power, lighting; platforms, fencing, water); surveying; estimating; protection of work; handling and disposal fees; final cleanup; other incidental work; related warranties; travel; insurance and bond premiums.

(xi) Compliance with Federal Cost Principles. If the Project is federally funded, any costs that are not allowable, reasonable and allocable to the Project, under generally accepted accounting principles and the applicable federal requirements.

9.4 Design-Build Entity's Wavier of Further Relief.

A. **DESIGN-BUILD ENTITY'S FAILURE TO PROVIDE A COMPLETE AND TIMELY NOTICE OF A CHANGE ORDER REQUEST OR TO COMPLY WITH ANY OTHER REQUIREMENT OF THIS ARTICLE, SHALL CONSTITUTE A WAIVER BY DESIGN-BUILD ENTITY OF THE RIGHT TO AN ADJUSTMENT OF THE CONTRACT PRICE AND/OR PROJECT COMPLETION DATE ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.**

B. Design-Build Entity recognizes and acknowledges that timely submission of a formal written notice of change/delay and Change Order Request, whether or not the circumstances of the change may be known to the Agency or available to the Agency through other means, is not a mere formality but is of crucial importance to the ability of the Agency to promptly identify, prioritize, evaluate and mitigate the potential effects of changes. Any form of informal notice, whether verbal or written (including, without limitation, statements in requests for information, statements in Submittals, statements at any job meeting or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements of this Article, shall accordingly be insufficient.

9.5 Agency Reservation of Rights.

A. By signing the Contract, the parties agree that Agency has the right to do any or all of the following, which are reasonable and within the contemplation of the parties:

1. To order changes in the Work, including without limitation: Changes to correct errors or omissions caused by Agency, if any, in the Contract Documents; Changes resulting from Agency's decision to change the Work subsequent to execution of the Contract; and Changes due to unforeseen conditions.

2. To suspend Work on the Project or any part thereof.

3. To delay Work on the Project, including without limitation, delays resulting from the failure of Agency or Agency's Representative to timely perform any Contract obligation and delays for Agency's convenience.

ARTICLE 10 -TIME FOR COMPLETION; LIQUIDATED DAMAGES

10.1 Progress and Completion.

A. The Design-Build Entity shall proceed expeditiously with adequate forces and shall achieve full completion of the Work by the Project Completion Date. If Agency's Representative determines and notifies the Design-Build Entity that the Design-Build Entity's progress is such that the Design-Build Entity will not achieve full completion of the Work by the Project Completion Date, the Design-Build Entity shall immediately and at no additional cost to Agency, take all measures necessary, including working such overtime, additional shifts, Sundays, or holidays as may be

required to ensure that the entire Project is completed within the Project Completion Date. Upon receipt of such notice from Agency's representative, the Design-Build Entity shall immediately notify Agency's Representative of all measures to be taken to ensure full completion of the Work within the Project Completion Date. The Design-Build Entity shall reimburse Agency for any extra costs or expenses (including the reasonable value of any services provided by Agency's employees) incurred by Agency as the result of such measures.

10.2 Time for Completion.

A. The time for completion set forth in Contract shall commence: (1) on the date stated in the Notice to Proceed, or (2) if the Notice to Proceed does not specify a commencement date, then on the date of the Notice to Proceed and shall be completed by Design-Build Entity in the time specified in the Contract Documents. The Agency is under no obligation to consider early completion of the Project; and the Project Completion Date shall not be amended by the Agency's receipt or acceptance of the Design-Build Entity's proposed earlier completion date. Any difference in time between the Design-Build Entity's early completion and the Project Completion Date shall be considered a part of the Project float. Design-Build Entity shall not be entitled to compensation, and the Agency will not compensate Design-Build Entity, for delays which impact early completion. Design-Build Entity shall not, under any circumstances, receive additional compensation from the Agency (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Design-Build Entity and the Project Completion Date.

10.3 Liquidated Damages.

A. If the Work is not completed as stated in the Contract Documents, it is understood that the Agency will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Design-Build Entity shall pay to the Agency as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Design-Build Entity and its surety shall be liable for any liquidated damages. Any money due or to become due the Design-Build Entity may be retained to cover liquidated damages.

10.4 Inclement Weather.

A. Design-Build Entity shall abide by the Agency's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule. Design-Build Entity shall not be entitled to reverse liquidated damages for time extensions resulting from inclement weather.

10.5 Extension of Time.

A. Design-Build Entity's entitlement to an extension of the Contract Time is limited to a City-caused extension of the critical path, reduced by the Design-Build Entity's concurrent delays, and established by a proper time impact analysis. Design-Build Entity shall not be charged liquidated damages because of any delays in completion

of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Design-Build Entity (or its Subcontractors or Suppliers). The Agency shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Design-Build Entity shall not be entitled to an adjustment in the Contract Times for delays within the control of Design-Build Entity. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Design-Build Entity.

10.6 Reverse Liquidated Damages.

A. Consistent with Public Contract Code Section 7102, Design-Build Entity will be compensated for damages incurred due to unreasonable delays to the critical path for which the Agency is responsible. The parties agree that determining Design-Build Entity's exact delay damages are and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the Project Completion Date, the Agency shall pay to the Design-Build Entity the sum stipulated in the Contract per day. Such amount shall constitute the only payment allowed for any Agency-caused delays and shall necessarily include all overhead, all profits, all administrative costs, all bond costs, all labor, materials, equipment and rental costs and any other costs, expenses and fees incurred or sustained as a result of such delays. Design-Build Entity shall not be entitled to reverse liquidated damages for any change in the Work in which Design-Build Entity is compensated for overhead and profit through a Change Order resulting in a lump sum or allowed mark-up for the Additional Work. The amount of reverse liquidated damages shall be reduced by Design-Build Entity's concurrent delays.

10.7 Force Majeure.

A. In accordance with Sections 10.5 and 10.6 above, the Design-Build Entity shall not be charged liquidated damages, and the Agency shall not be responsible, for any delays resulting from a Force Majeure Event. If a delay to the critical path results from a Force Majeure Event, the Design-Build Entity will be entitled to a time extension but will not receive an adjustment to the Contract Price or any other compensation. Such a non-compensable adjustment shall be Design-Build Entity's sole and exclusive remedy for such delays.

10.8 No Damages for Reasonable Delay.

A. The Agency's liability to Design-Build Entity for delays for which the Agency is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the Agency be liable for any costs which are borne by the Design-Build Entity in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable Agency delay shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

10.9 Procedure for Time Extensions and Delay Damages.

A. Design-Build Entity shall not be entitled to any extension of time or any reverse liquidated damages unless Design-Build Entity properly notices the delay and

adjustment to compensation and requests a Change Order in accordance with the Contract Documents. Design-Build Entity's failure to timely and fully comply with the Change Order procedures in the Contract Documents shall constitute a waiver of Design-Build Entity's right to a time extension or reverse liquidated damages.

ARTICLE 11 -TEST AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK; NOTICE OF DEFECTS

11.1 Notice of Defective Work.

A. Prompt notice of all Defective Work of which Agency or Agency's Representative has actual knowledge will be given to Design-Build Entity. Defective Work may be rejected, corrected, or accepted as provided in the Contract Documents.

11.2 Access to Work.

A. Agency, Agency's Representative, their consultants and other representatives and personnel, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Project site and the Work at reasonable times for their observation, inspection, and testing. Design-Build Entity shall provide them proper and safe conditions for such access and advise them of Design-Build Entity's safety procedures and programs.

11.3 Tests and Inspections.

A. Design-Build Entity shall give Agency's Representative timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Except as provided by the Contract Documents, Agency shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents.

C. If Applicable Laws of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Design-Build Entity shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Agency's Representative the required certificates of inspection or approval.

D. Design-Build Entity shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Agency and Agency's Representative's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Design-Build Entity's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Agency.

E. Agency will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the contractor as reimbursable inspection time. Inspections on weekends requires

two days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits subject to Agency ordinance.

11.4 Uncovering Work.

A. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Design-Build Entity without written concurrence of Agency's Representative, Design-Build Entity shall, if requested by Agency's Representative, uncover such Work for observation.

B. Uncovering Work shall be at Design-Build Entity's expense unless Design-Build Entity has given Agency's Representative timely notice of Design-Build Entity's intention to cover the same and Agency's Representative has not acted with reasonable promptness in response to such notice.

C. If Design-Build Entity has given Agency's Representative timely notice of Design-Build Entity's intention to cover the work and Agency's Representative has not acted with reasonable promptness in response to such notice, and Agency's Representative later considers it necessary or advisable that covered Work be observed by Agency's Representative or inspected or tested by others, Design-Build Entity, at Agency's Representative's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Agency's Representative may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Design-Build Entity shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Agency shall be entitled to an appropriate decrease in the Contract Price.

2. If the uncovered Work is not found to be defective, Design-Build Entity shall be allowed an increase in the Contract Price and/or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

11.5 Agency May Stop The Work.

A. If the Work is defective, Agency may in its sole discretion order Design-Build Entity to stop the Work, or any portion thereof, until the cause for such order has been eliminated. All delays associated with the stop Work order will be the responsibility of the Design-Build Entity.

11.6 Correction of Defective Work.

A. Promptly after receipt of written notice, the Design-Build Entity shall (1) correct Defective Work that becomes apparent during the progress of the Work on the Project and (2) replace, repair, or restore to Agency's satisfaction any other parts of

the Work on the Project and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. The Design-Build Entity shall promptly commence such correction, replacement, repair, or restoration upon notice from Agency's Representative or Agency, but in no case later than fourteen (14) Days after receipt of such notice; and the Design-Build Entity shall diligently and continuously prosecute such correction to completion. The Design-Build Entity shall bear all costs of such correction, replacement, repair, or restoration, and all losses resulting from such Defective Work, including additional testing, inspection, and compensation for Agency's Representative's services and expenses. The Design-Build Entity shall perform corrective Work on the Project at such times that are acceptable to Agency and in such a manner as to avoid, to the extent practicable, disruption to Agency's activities. When correcting Defective, Design-Build Entity shall take no action that would void or otherwise impair Agency's special warranty and guarantee, if any, on said Work.

B. If immediate correction of Defective Work is required for life safety or the protection of property and is performed by Agency or Separate Contractors, the Design-Build Entity shall pay to Agency all reasonable costs of correcting such Defective Work. The Design-Build Entity shall replace, repair, or restore to Agency's satisfaction any other parts of the Construction Work and any other real or personal property which is damaged or destroyed as a result of such Defective Work or the correction of such Defective Work.

C. The Design-Build Entity shall remove from the Project site portions of the Construction Work and materials which are not in accordance with the Contract Documents and which are neither corrected by the Design-Build Entity nor accepted by Agency.

D. Enforcement of the Design-Build Entity's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies Agency may have under the Contract Documents or at law or in equity for Defective Work. Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations of the Design-Build Entity under the Contract Documents.

11.7 Acceptance of Defective Work.

A. If, instead of requiring correction or removal and replacement of Defective Work, Agency prefers to accept it, Agency may do so. Design-Build Entity shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Agency's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.

B. If any acceptance of Defective Work occurs prior to release of the Project retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Agency shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by Agency.

C. If the Project retention is held in an escrow account as permitted by the Contract Documents, Design-Build Entity will promptly alert the escrow holder, in writing, of the amount of retention to be paid to Agency.

D. If the acceptance of defective Work occurs after release of the Project retention, an appropriate amount will be paid by Design-Build Entity to Agency.

11.8 Agency May Correct Defective Work.

A. If Design-Build Entity fails within a reasonable time after written notice from Agency's Representative to correct Defective Work, or to remove and replace rejected Work as required by Agency, or if Design-Build Entity fails to perform the Work in accordance with the Contract Documents, or if Design-Build Entity fails to comply with any other provision of the Contract Documents, Agency may, after seven (7) Days written notice to Design-Build Entity, correct, or remedy any such deficiency.

B. In connection with such corrective or remedial action, Agency may exclude Design-Build Entity from all or part of the Site, take possession of all or part of the Work and suspend Design-Build Entity's services related thereto, take possession of Design-Build Entity's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Agency has paid Design-Build Entity but which are stored elsewhere. Design-Build Entity shall allow Agency and Agency's Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable Agency to exercise the rights and remedies to correct the defective work.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Agency correcting the defective work will be charged against Design-Build Entity, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Agency shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.

D. If the Change Order is executed after all payments under the Contract have been paid by Agency and the Project Retention is held in an escrow account as permitted by the Contract Documents, Design-Build Entity will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to Agency.

E. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Design-Build Entity to Agency.

F. Design-Build Entity shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to Agency correcting defective work.

ARTICLE 12 -PAYMENTS TO DESIGN-BUILD ENTITY AND COMPLETION

12.1 Schedule of Values.

A. The Design-Build Entity shall submit a schedule of values to the Agency before the first Application for Payment, allocating the entire Contract Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Agency. This schedule, unless objected to by the Agency, shall be used as a basis for reviewing the Design-Build Entity's Applications for Payment. Any changes to the schedule of values shall be submitted to the Agency and supported by such data to substantiate its accuracy as the Agency may require, and unless objected to by the Agency, shall be used as a basis for reviewing the Design-Build Entity's subsequent Applications for Payment.

12.2 Applications for Payments.

A. By the twenty-fifth (25th) day of each month Design-Build Entity shall submit to Agency's Representative for review an Application for Payment filled out and signed by Design-Build Entity covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Agency has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Agency's interest therein, all of which must be satisfactory to Agency.

B. Beginning with the second Application for Payment, each Application shall include an affidavit executed by the Design-Build Entity stating that it has paid all amounts due on account of the Work paid by Agency in the prior Applications for Payment.

12.3 Review of Applications.

A. Agency's Representative will either indicate in writing a recommendation of payment to Agency or return the Application for Payment to Design-Build Entity indicating in writing Agency's Representative's reasons for refusing to recommend payment. In the latter case, Design-Build Entity may make the necessary corrections and resubmit the Application for Payment.

B. In taking action on the Design-Build Entity's Applications for Payment, the Agency shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Build Entity and shall not be deemed to represent that the Agency has made a detailed examination, audit or arithmetic verification of the documentation submitted in support of the Application for Payment or other supporting data; that the Agency has made exhaustive or continuous on-site inspections; or that the Agency has made examinations to ascertain how or for what purposes the Design-Build Entity has used amounts previously paid on account of

the Contract. Such examinations, audits and verifications, if required by the Agency, will be performed by the Agency's auditors acting in the sole interest of the Agency.

C. By recommending any such payment Agency's Representative will not thereby be deemed to have represented that:

1. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Agency's Representative in the Contract Documents; or

2. there may not be other matters or issues between the parties that might entitle Design-Build Entity to be paid additionally by Agency or entitle Agency to withhold payment to Design-Build Entity.

D. Neither Agency's Representative's review of Design-Build Entity's Work for the purposes of recommending payments nor Agency's Representative's recommendation of any payment, including final payment, will impose responsibility on Agency's Representative:

1. to supervise, direct, or control the Work;

2. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

3. for Design-Build Entity's failure to comply with Applicable Laws applicable to Design-Build Entity's performance of the Work;

4. to make any examination to ascertain how or for what purposes Design-Build Entity has used the moneys paid on account of the Contract Price; or

5. to determine that title to any of the Work, materials, or equipment has passed to Agency free and clear of any Liens.

E. Agency's Representative may refuse to recommend the whole or any part of any payment due to subsequently discovered evidence or the results of subsequent inspections or tests. Agency retains the right to revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Agency's opinion to protect Agency from loss.

12.4 Payment Becomes Due.

A. Thirty (30) Days after presentation of an undisputed and properly submitted Application for Payment to Agency's Representative, and subject to Agency's Representative's recommendation, subject to the modifications above, the amount recommended will become due, and when due will be paid by Agency to Design-Build Entity.

12.5 Retention and Securities in Lieu of Retention.

A. Unless Project has been deemed substantially complex as noted in the Contract Documents, Agency will retain five percent (5%) of the amount invoiced in accordance with Applicable Laws.

B. Pursuant to Public Contract Code section 22300, Design-Build Entity may substitute securities for any moneys withheld as a retention by Agency to ensure performance under the Contract. At the request and expense of Design-Build Entity, securities equivalent to the amount withheld shall be deposited with Agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to Design-Build Entity. Upon satisfactory completion of the Contract, the securities shall be returned to Design-Build Entity.

    1. Alternatively, Design-Build Entity may request, and Agency shall make payment of retentions earned directly to the escrow agent selected by the Design-Build Entity. At the expense of Design-Build Entity, Design-Build Entity may direct the investment of the payments into securities and Design-Build Entity shall receive the interest earned on the investments upon the same terms provided for in Public Contract Code section 22300 for securities deposited by Design-Build Entity. Upon satisfactory completion of the Contract, Design-Build Entity shall receive from the escrow agent all securities, interest, and payments received by the escrow agent when Agency authorizes the escrow agent to release these funds to the Design-Build Entity, pursuant to the terms of Public Contract Code section 22300.

C. Securities eligible for investment shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Design-Build Entity and Agency.

D. Design-Build Entity shall be the beneficial Agency of any securities substituted for moneys withheld and shall receive any interest thereon.

E. The escrow agreement shall be in the form of the Escrow Agreement provided as part of the Contract Documents.

12.6 Agency's Reduction in Recommended Payment.

A. In addition to reductions recommended by Agency's Representative, Agency may refuse to make payment of the full amount recommended by Agency's Representative because:

    1. Claims have been made against Agency on account of Design-Build Entity's performance or furnishing of the Work.

    2. Stop Payment Notices or Liens have been filed in connection with the Work.

    3. Defective Work not remedied.

    4. Failure of Design-Build Entity to make proper payments to its subcontractors or suppliers.

5. Completion of the Contract if there exists a reasonable doubt that the Work can be completed for the unpaid Contract balance.

6. Damage to another contractor or third party.

7. Amounts which may be due the Agency for claims against Design-Build Entity.

8. Failure of Design-Build Entity to keep the record ('as-built") drawings up to date.

9. Failure to provide updates on the construction schedule.

10. Site cleanup.

11. Failure of the Design-Build Entity to comply with requirements of the Contract Documents.

12. Liquidated Damages.

B. Upon completion of the Contract, Agency will reduce the final Contract Price to reflect costs charged to the Design-Build Entity, back charges or payments withheld pursuant to the Contract Documents.

12.7 Design-Build Entity's Warranty of Title.

A. Design-Build Entity warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Agency no later than the time of payment free and clear of all Liens.

12.8 Partial Utilization.

A. Agency reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Design-Build Entity of its responsibilities under the Contract.

12.9 Final Inspection.

A. Upon written notice from Design-Build Entity that the entire Work is complete, Agency's Representative will promptly make a final inspection with Agency and Design-Build Entity and will notify Design-Build Entity in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Design-Build Entity shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

12.10 Final Acceptance.

A. After Design-Build Entity has, in the opinion of Agency's Representative, satisfactorily completed all corrections identified during the final inspection and has

delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents, and other documents required by the Contract Documents, Agency shall execute and file with the County in which the Project is located a Notice of Completion, constituting final acceptance and completion of the Project, except as may be expressly noted.

12.11 Final Payment.

A. Application for Payment.

1. Upon execution of the Notice of Completion, Design-Build Entity may submit a final accounting for the cost of the Work and a final Application for Payment. Final payment, constituting the entire unpaid balance of the Contract Price.

2. Prior to Final Payment, the Agency may conduct an audit of the Work or notify the Design-Build Entity that it will not conduct an audit and issue a final Certificate for Payment. If the Agency conducts an audit of the Work, the Agency will either issue to the Design-Build Entity a final Certificate for Payment, or notify the Design-Build Entity in writing of the Agency's reasons for withholding a certificate. If the Agency's auditors report the cost of the Work as substantiated by the Design-Build Entity's final accounting to be less than claimed by the Design-Build Entity, the Design-Build Entity shall be entitled to make a claim. Pending a final resolution of the disputed amount, the Agency shall pay the Design-Build Entity the amount certified in the Agency's final Certificate for Payment.

3. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance;

   b. consent of the surety to final payment;

   c. a fully completed Conditional Waiver and Release on Final Payment.

B. Agency's Representative's Review of Application and Acceptance.

1. If, on the basis of Agency's Representative's observation of the Work during construction and final inspection, and Agency's Representative's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Agency's Representative is satisfied that the Work has been completed and Design-Build Entity has satisfied all other requirements for final payment, Agency's Representative will indicate in writing Agency's Representative's recommendation of payment and present the Application for Payment to Agency for payment. Otherwise, Agency's Representative will return the Application for Payment to Design-Build Entity, indicating in writing the reasons for refusing to recommend final payment, in which case Design-Build Entity shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due.

1. Within sixty (60) Days after the presentation to Agency's Representative of the proper and complete final Application for Payment and accompanying documentation, the amount recommended by Agency's Representative, less any sum Agency is entitled to set off pursuant to the Contract Documents, will become due and will be paid by Agency to Design-Build Entity.

12.12 Waiver of Claims.

A. The making and acceptance of final payment will constitute a waiver of all Claims by Design-Build Entity against Agency other than those previously made in accordance with the requirements herein and expressly acknowledged by Agency in writing as still unsettled.

ARTICLE 13 -SUSPENSION OF WORK AND COMPLETION

13.1 Agency May Suspend Work.

A. Agency may, at its sole option, decide to suspend at any time the performance of all or any portion of the Work by notice in writing to Design-Build Entity. Such notice of suspension of Work will designate the amount and type of plant, labor, and equipment to be committed to the Project during the period of suspension. Design-Build Entity shall use its best efforts to utilize its plant, labor, and equipment in such a manner as to minimize costs associated with suspension.

B. Upon receipt of any such notice, Design-Build Entity shall, unless the notice requires otherwise:

1. Immediately discontinue Work on the date and to the extent specified in the notice;

2. Place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;

3. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to Agency's Representative of all orders, subcontracts, and rental agreements to the extent they relate to performance of Work suspended; and

4. Continue to protect and maintain the Work including those portions on which Work has been suspended.

C. Except as provided by this article, as full and complete compensation for such suspension, Design-Build Entity shall be granted an adjustment in the Contract Price based on a negotiated daily rate that reflects the Design-Build Entity's actual costs associated with the demobilized condition of the Site (and as a result will be less than the Daily Rate contained in the Special Conditions) and an extension of the Contract Times equal to the number of days performance of Work is suspended; provided, however, that no adjustment of Contract Price or extension of Contract Times shall be granted if the suspension results from Design-Build Entity's non-compliance with the requirements of the Contract.

13.2 Agency May Terminate for Cause.

A. Agency may, without prejudice to any other right or remedy, serve written notice upon Design-Build Entity of its intention to terminate this Contract in whole or in part if the Design-Build Entity: (i) refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the Project Completion Date; (ii) fails to complete the Work within the required time; (iii) files a bankruptcy petition or is adjudged a bankruptcy; (iv) makes a general assignment for the benefit of its creditors; (v) has a receiver appointed; (vi) refuses or fails to supply enough properly skilled workers or proper materials to complete the Work; (vii) fails to make prompt payment to subcontractors or for material or labor; (viii) disregards Applicable Laws, other requirements or instructions of Agency; or (ix) violates any of the provisions of the Contract Documents.

B. The Notice of Default and Intent to Terminate shall state the reasons for termination. Unless within five (5) Days after the service of such notice, Design-Build Entity resolves the circumstances giving rise to the Notice of Default to Agency's satisfaction, or makes arrangements acceptable to Agency for the required corrective action, Agency may terminate this Contract. In such case, Design-Build Entity shall not be entitled to receive any further payment until the Work has been finished. Agency may take over and complete the Work by any method it may deem appropriate, including enforcement of the Project Performance Bond. Design-Build Entity and its surety shall be liable to Agency for any excess costs or other damages incurred by Agency to complete the Work. If Agency takes over the Work, Agency may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Design-Build Entity as may be on the Site.

13.3 Agency May Terminate for Convenience.

A. In addition to its right to terminate this Contract for default, Agency may terminate the Contract, in whole or in part, at any time upon seven (7) Days written notice to Design-Build Entity. The Notice of Termination shall specify that the termination is for the convenience of Agency, the extent of termination, and the effective date of such termination ("Effective Date of Termination").

B. After receipt of Notice of Termination, and except as directed by Agency, the Design-Build Entity shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

1. Stop Work as specified in the Notice.

2. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

3. Leave the Site and any other property upon which the Design-Build Entity was working in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

4. Terminate all subcontracts and purchase orders to the extent that they relate to the portions of the Work terminated.

5. Place no further subcontracts or orders, except as necessary to complete the remaining portion of the Work.

6. Submit to Agency, within fifteen (15) Days from the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Design-Build Entity for labor, materials and equipment through the Notice of Termination. Any documentation substantiating costs incurred by the Design-Build Entity solely as a result of Agency's exercise of its right to terminate this Contract pursuant to this clause, which costs the Design-Build Entity is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by Agency no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by Agency's Termination for Convenience."

C. Agency's total liability to Design-Build Entity by reason of the termination shall be limited to the total (without duplication of any items) of:

1. The reasonable cost to the Design-Build Entity for all Work performed prior to the Effective Date of Termination, including the Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by the Design-Build Entity, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits or offsets against cost of Work as allowed by the Contract Documents.

2. When, in Agency's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of the Contract Documents and excessive actual cost shall be disallowed.

3. Any Work required by the Termination for Convenience that is not included in Contract Documents will be negotiated pursuant to the Contract Change Order provisions.

4. Reasonable costs to the Design-Build Entity of handling material returned to vendors, delivered to Agency or otherwise disposed of as directed by Agency.

5. A reasonable allowance for the Design-Build Entity's internal administrative costs in preparing termination claim.

6. Reasonable demobilization costs, and reasonable payments made to Subcontractors or suppliers on account of termination.

D. In no event shall Agency be liable for unreasonable costs incurred by the Design-Build Entity or subcontractors after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, the cost of or anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, unreasonable post-termination administrative expenses, post-termination overhead or unabsorbed overhead, surety costs of any type, costs of preparing and submitting the Design-Build Entity's termination claim, attorney fees of any type, and all other costs relating to prosecution of a claim or lawsuit.

E. Agency shall have no obligation to pay the Design-Build Entity under this Article unless and until the Design-Build Entity provides Agency with updated and acceptable as-builts and Record Documents for Work completed prior to termination as required by the Contract Documents.

F. In arriving at the amount due the Design-Build Entity under this clause there shall be deducted in whole, or in the appropriate part(s) if the termination is partial:

1. All unliquidated advances or other payments on account previously made to the Design-Build Entity, including without limitation all payments which are applicable to the terminated portion of the Contract Documents,

2. Any claim Agency may have against the Design-Build Entity in connection with the Work or any amounts that may be withheld in accordance with the Contract Documents, and

3. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by the Design-Build Entity and not otherwise recovered by or credited to Agency.

G. Design-Build Entity shall not be paid on account of loss of anticipated profits or revenue or other economic loss or consequential damages arising out of or resulting from such termination.

H. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, Agency may immediately order Design-Build Entity to cease Work until such safety or liability issues are addressed to the satisfaction of Agency or the Contract is terminated.

I. If Agency terminates Design-Build Entity for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Design-Build Entity shall be entitled to receive only the amounts payable under this section, and Design-Build Entity specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

ARTICLE 14 -CLAIMS, DISPUTE AVOIDANCE AND RESOLUTION

14.1 Procedure for Resolving Claims

A. Design-Build Entity shall timely comply with any and all requirement of the Contract Documents pertaining to notices and requests for changes to the Contract Price and/or the Project Completion Date, including but not limited to all requirements of Article 9 and Article 14.1, as a prerequisite to filing any Claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely submit a Chang Order Request, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the Claim under the Contract or at law.

B. Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with all applicable law, including but not limited to these statutes.

C. Claims. For purposes of this Article, "Claim" means a separate demand by the Design-Build Entity for (1) a time extension, including without limitation relief from damages or penalties for delay assessed by Agency, (2) payment of money or damages arising from Work done by or on behalf of the Design-Build Entity and payment of which is not otherwise expressly provided for or the Design-Build Entity is not otherwise entitled, or (3) payment of an amount which is disputed by Agency. A “Claim” does not include any demand for payment for which the Design-Build Entity has failed to provide notice, submit a Change Order Request, or otherwise failed to follow any procedures contained in the Contract Documents.

D. Filing Claims. Claims governed by this Article may not be filed unless and until the Design-Build Entity completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Price and/or the Project Completion Date, and Design-Build Entity’s request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than thirty (30) Days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the Agency and shall include on its first page the following words in 16 point capital font: “THIS IS A CLAIM.” The Claim shall include the all information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Article is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

E. Documentation. The Design-Build Entity will submit the claim justification in the following format:

1. Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Document provisions pursuant to which the Claim is made

2. List of documents relating to the Claim

    a. Specifications

    b. Drawings

    c. Clarifications (Requests for Information)

    d. Schedules

    e. Other

3. Chronology of events and correspondence

4. Narrative analysis of Claim merit

5. Analysis of Claim cost, including calculations and supporting documents

6. Time impact analysis in the form required by the Contract Documents or, if the Contract Documents do not require a particular format, CPM format, if an adjustment of the Contract Time is requested

7. Cover letter and certification of validity of the Claim

F. Agency Response to Claim. Upon receipt of a Claim pursuant to this Article, Agency shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the Claim, or as extended by mutual agreement, shall provide a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after Agency issues its written response.

    1. If Agency needs approval from its governing body to provide Design-Build Entity a written statement as set forth above, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim, Agency shall have up to three (3) days following the next publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide Design-Build Entity a written statement identifying the disputed portion and the undisputed portion of the Claim.

    2. Agency may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the Claim or relating to defenses or Claims Agency may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the Agency and the Design-Build Entity. Agency's written response shall be submitted 30 days (15 days if the Claim is less than $50,000) after receiving the additional documentation, or within the same period of time taken by the Design-Build Entity to produce the additional information, whichever is greater.

G. Meet and Confer Conference. If the Design-Build Entity disputes Agency's response, or if Agency fails to respond within the statutory time period(s), the

Design-Build Entity may so notify Agency, in writing, within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement of those portions of the Claim that remain in dispute. Upon such demand, Agency shall schedule a meet and confer conference within 30 Days.

H. Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the Agency shall provide the Design-Build Entity a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after the Agency issues its written statement. Any disputed portion of the Claim, as identified by the Design-Build Entity in writing, shall be submitted to nonbinding mediation, with the Agency and the Design-Build Entity sharing the associated costs equally. The public entity and Design-Build Entity shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

2. For purposes of this Article, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Article.

3. Unless otherwise agreed to by the Agency and the Design-Build Entity in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

4. The mediation shall be held no earlier than the date the Design-Build Entity completes the Work or the date that the Design-Build Entity last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

I. Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Design-Build Entity must file a Claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Design-Build Entity submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

J. Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of $375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

K. Government Code Claim Procedures.

1. This Article does not apply to tort claims and nothing in this Article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commending with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

2. In addition to any and all requirements of the Contract Documents pertaining to notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for Additional Work, disputed Work, construction claims and/or changed conditions, the Design-Build Entity must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the Agency.

3. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time or Contract Price for Additional Work, disputed Work, construction claims, and/or changed conditions have been followed by Design-Build Entity. If Design-Build Entity does not comply with the Government Code claim

procedure or the prerequisite contractual requirements, Design-Build Entity may not file any action against the Agency.

4. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Design-Build Entity last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to Design-Build Entity or that should reasonably by known to Design-Build Entity excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

L. Non-Waiver. The Agency's failure to respond to a Claim from the Design-Build Entity within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the Claim being deemed rejected in its entirety, and shall not constitute a waiver of any rights under this Article.

14.2 Litigation.

A. Any claims, disputes, or controversies between the parties arising out of or related to the Contract, which have not been resolved in accordance with the procedures set forth herein shall be resolved in a court of competent jurisdiction.

14.3 Duty to Continue Performance.

A. Unless provided to the contrary in the Contract Documents, Design-Build Entity shall continue to perform the Work and Agency shall continue to satisfy its payment obligations to Design-Build Entity, pending the final resolution of any dispute or disagreement between Design-Build Entity and Agency.

ARTICLE 15 -MISCELLANEOUS PROVISIONS

15.1 Limitations On Agency's Responsibilities.

A. Agency shall not supervise, direct, or have control or authority over, nor be responsible for, the Design-Build Entity's means, methods, techniques, sequences, or procedures of design or construction, or the safety precautions and programs incident thereto, or for any failure of the Design-Build Entity to comply with Applicable Laws applicable to the performance of the Work. Agency will not be responsible for the Design-Build Entity's failure to perform the Project in accordance with the Contract Documents.

15.2 Successors

A. The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract. The Design-Build Entity may not either voluntarily or by action of law, assign any obligation assumed by the Design-Build Entity hereunder without the prior written consent of the Agency.

15.3 Cumulative Remedies.

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Applicable Laws, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

15.4 Survival of Obligations.

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Project or termination or completion of the Contract or termination of the services of the Design-Build Entity.

15.5 Controlling Law.

A. Notwithstanding any subcontract or other contract with any Subcontractor, Supplier, or other person or organization performing any part of the Project, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

15.6 Jurisdiction; Venue.

A. The Design-Build Entity and any Subcontractor, supplier, or other person or organization performing any part of the Project agree that any action or suits at law or in equity arising out of or related to the proposal process, award, or performance of the Project shall be maintained in the Superior Court of San Bernardino County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

15.7 Headings.

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

15.8 Agency's Right to Audit.

A. The Design-Build Entity shall make available to Agency for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to Agency. If the Design-Build Entity submits a Change Order Request or a Claim to Agency, Agency shall have the right to audit the Design-Build Entity's books, records, documents, and other evidence to the extent they are relevant.

B. The right to audit shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted, including but not limited to job cost reports, estimates, proposals, bids, proposal papers, documents of other work administered by the Design-Build Entity's home office, and any and all other documentation relied upon by the Design-Build Entity to obtain this Contract. Agency shall have the right to make and take copies of any records examined.

C. The right to audit shall include the right to inspect the Design-Build Entity's plans, or such parts thereof, as may be or have been engaged in the performance of the Project. The Design-Build Entity further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The right to audit provided herein shall be exercisable through such representatives as Agency deems desirable during the Design-Build Entity's normal business hours at the Design-Build Entity's office.

D. In accordance with Government Code Section 8546.7, records of both Agency and the Design-Build Entity shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment. The Design-Build Entity shall make available to Agency any of the Design-Build Entity's other documents related to the Project immediately upon request of Agency. In addition to the State Auditor's rights described above, Agency shall have the right to examine and audit all books, estimates, records, contracts, documents, Proposals, subcontracts, and other data of the Design-Build Entity (including electronic records, computations and projections) related to negotiating, pricing, or performing the Project in order to evaluate the accuracy and completeness of the cost or pricing data, for a period of four (4) years after final payment.

15.9 Assignment.

A. Design-Build Entity shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of Agency. Any assignment without the written consent of Agency shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

B. As set forth in Public Contract Code section 7103.5, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be

made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

15.10 All Legal Provisions Included.

A. Design-Build Entity shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Design-Build Entity observes that drawings and specifications are at variance therewith, he shall promptly notify Agency in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in Work. If Design-Build Entity performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Agency, he shall bear all costs arising therefrom.

B. Design-Build Entity shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Design-Build Entity shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable..

C. Design-Build Entity acknowledges and understands that, pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.

D. No Agency official or representative who is authorized in such capacity and on behalf of Agency to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Work, shall be or become directly or indirectly interested financially in the Contract.

E. All provisions of law required to be inserted in the Contract or Contract Documents pursuant to any Applicable Laws shall be and are inserted herein. If through mistake, neglect, oversight, or otherwise, any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Contract or Contract Documents shall be changed by Agency, at no increase in the Contract Price or Contract Time, so as to strictly comply with the Applicable Laws and without prejudice to the rights of either party hereunder.

15.11 State License Board Notice.

A. Contractors are required by law to be licensed and regulated by the Design-Build Entity's State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred

to the Registrar, the Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

15.12 Noise.

A. The Design-Build Entity shall use only such equipment on the Project and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.

B. The Design-Build Entity shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Design-Build Entity shall promptly remove the equipment and shall not return that equipment to the Project site until the device is repaired or replaced. Noise and vibration level requirements shall apply to all equipment on the jobsite or related to the Project, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Design-Build Entity.

15.13 Change In Name Or Nature of Design-Build Entity's Legal Entity.

A. Should a change be contemplated in the name or nature of the Design-Build Entity's legal entity, the Design-Build Entity shall first notify Agency in order that proper steps may be taken to have the change reflected in the Contract Documents and all related documents. No change of the Design-Build Entity's name or nature will affect Agency's rights under the Contract Documents, including but not limited to the bonds and insurance.

15.14 Complete Contract.

A. The Contract Documents constitute the full and complete understanding of the parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may be modified only by a written instrument signed by both parties or as otherwise provided in the Contract Documents.

15.15 Notice of Third Party Claims.

A. Pursuant to Public Contract Code section 9201, Agency shall provide Design-Build Entity with timely notification of the receipt of any third-party claim relating to the Contract.

15.16 Severability of Provisions.

A. If any one or more of the provisions contained in the Contract Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

15.17 Correction of Errors and Omissions.

A. The Design-Build Entity agrees to correct any error or omission in the Construction Documents or Contract Documents at no additional cost to Agency.

15.18 Interpretation.

A. The Contract Documents shall not be construed in favor of or against any party, but shall be construed as if all parties prepared the Contract Documents.

END OF GENERAL CONDITIONS

ATTACHMENT 3
SPECIAL CONDITIONS

-RESERVED-

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ATTACHMENT 4
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Fontana ("Agency") has awarded to _____, ("DBE") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the DBE is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the DBE is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned DBE and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Agency in the sum of _____ dollars, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the DBE, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the Agency, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by Agency in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of DBE remains. Nothing herein shall limit the Agency's rights or the DBE or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever DBE shall be, and is declared by the Agency to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Agency's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a Bid or Bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a Contract between such Bidder, the Surety and the Agency, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable to DBE by the Agency under the Contract and any modification thereto, less any amount previously paid by the Agency to the DBE and any other set offs pursuant to the Contract Documents.

(3) Permit the Agency to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable to DBE by the Agency under the Contract and any modification thereto, less any amount previously paid by the Agency to the DBE and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Agency may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the DBE.

Surety shall not utilize DBE in completing the Project nor shall Surety accept a Bid from DBE for completion of the Project if the Agency, when declaring the DBE in default, notifies Surety of the Agency's objection to DBE's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

_____
Design-Build Entity

By: _____
President

_____
Surety

By:_____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

ATTACHMENT 5
PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Fontana ("Agency"), by action taken or a resolution passed _____ , 20____ has awarded to _____ , hereinafter designated as the "Principal," a contract ("Contract") for the work described as follows:
("Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Agency in the penal sum of _____ dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the DBE and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such Work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Agency in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of

recovery of claimants otherwise entitled to recover under any such Contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of Contract between the owner or Agency and original DBE or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20_____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal, if corporation)

_____
Design-Build Entity

By: _____
President

(Seal of Surety)

_____
Surety

By:_____
Attorney-in-Fact

(Attached Attorney-In-Fact Certificate and Required Acknowledgements)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

ATTACHMENT 6
HOURLY RATE SCHEDULE FOR EXTRA WORK

[*ATTACH RATE SCHEDULE***]**

ATTACHMENT 7
WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Design-Build Entity: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

ATTACHMENT 6
PROPOSAL FORMS

Proposal forms must be completed in their entirety or the Design-Build Entity may be deemed non-responsive in City's sole discretion.

PROPOSAL TO: City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Attn: Sid Lambert, Purchasng Dept.

PROPOSAL FOR: McCarthy Building Companies, Inc.

A. SUBMITTAL

(1) IDENTIFICATION OF DESIGN-BUILD ENTITY:

Legal Name of Design-Build Entity:	McCarthy Building Companies, Inc.
Federal I.D. Number:	43-0399290
Contractor's License Number:	411173
License Expiration Date:	8/31/25
License Classification:	A, B, C8, C10, C20, C36, C-61/D56
Business Address:	20401 SW Birch Street, Newport Beach, CA 92660
Business Telephone:	(949) 851-8383
Business Facsimile Number:	(949) 851-8398
Primary Contact Name:	Paul King
Contact Email Address:	pking@mccarthy.com

(2) ADDENDUM:

ADDENDUM(S) TO BE ACKNOWLEDGED ONLINE WHEN YOU ARE SUBMITTING YOUR PROPOSAL.

We have acknowledged all addenda issued online (Addendum #1 dated October 24, 2024, Addendum #2 dated November 19, 2024, and Addendum 03 dated December 5, 2024).

B. COST PROPOSAL

The undersigned hereby proposes and agrees to furnish all design services, construction labor, materials, equipment, including management and oversight, to perform all work required for the Project in the manner and time described in the undersigned's design proposal and documents. The Cost Proposal, set forth below, includes all costs of the scope of work as requested in the RFP, and required by the provisions of the Design-Build Contract, including the cost of bonds, insurance, sales tax, and every other item of expense, direct or indirect, incidental to the scope of work.

(1) COST PROPOSAL BUDGET:

ITEM	DESCRIPTION	CONTRACT PRICE
1.	UTILITY ALLOWANCE (CONSTRUCTION COSTS FOR INSTALLATION OF NEW ELECTRICAL SERVICE, RELOCATION OF EXISTING ELECTRICAL SERVICE FOR THE TRAFFIC SIGNAL, AND UNDERGROUNDING OF EXISTING OERHEAD UTILITIES)	$500,000.00
2.	[INSERT ITEMIZED COSTS OR PROVIDE AS SEPARATE ATTACHMENT]	$ 20,172,583
Total	**COMPLETE SCOPE OF WORK FOR THE CONTRACT PRICE OF:**	**$** 20,672,583

C. PROPOSAL CERTIFICATION

(1) CONTRACT PRICE:

The undersigned, having fully examined the RFP and any and all attachments, exhibits, and addenda thereto, and site of the Project, proposes to furnish all design and construction labor, materials, and equipment, and do all work in compliance with the terms and conditions of the RFP, without exception, and the herein proposal, for a Contract Price of:

TWENTY MILLION SIX HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED EIGHTY THREE DOLLARS ($ 20,672,583)

(2) TIME FOR COMPLETION:

The undersigned agrees to comply with City's Master Project Schedule as specified in this RFP. The undersigned further agrees that Completion of work required by the Design-Build Contract resulting from this RFP and the herein Proposal shall be no later than **October 2026**.

(3) CERTIFICATION:

(a) The undersigned has read and understands the RFP.

(b) The undersigned has become familiar with local site conditions under which the work is to be performed and has correlated personal observations with the requirements of the RFP.

(c) The proposal submitted by the undersigned is made in accordance with the RFP and is based upon the materials, systems, and equipment specified therein that will support or exceed the minimum quality, service, utilization, performance, and other levels specified therein, without exception; and the undersigned agrees that City is not responsible for any error or omission in this proposal or in its preparation.

(d) The undersigned will design and construct facilities that are fully functional and meet or exceed all function, program, performance, and other requirements of

City as identified in the RFP, and for the Contract Price specified above.

(e) If City recommends the undersigned be awarded the Design-Build Contract, the undersigned will meet with City to review in detail this proposal and will make any necessary changes or revisions to this proposal, including any and all design submittals and proposed materials, systems and equipment to ensure delivery to City of fully functional facilities which meet or exceed all requirements of City as identified in the RFP without revision to the Contract Price.

(f) The undersigned acknowledges and warrants that the Design-Build Entity includes, at a minimum, architects, engineers, other necessary or specified design professionals and consultants, and a general contractor as identified and pre-qualified in the Request for Qualifications process. Substitutions of architects, engineers and other design professionals and consultants, or general contractors as identified in the Statement of Qualifications and any identified in this proposal, will not be made without City's written consent to such substitution(s).

(g) The undersigned and each of its subconsultants, contractors, and subcontractors shall at all times during the execution of the work contemplated by the RFP, be qualified to complete the work, and each shall comply with all applicable State of California and City of Fontana professional and business licensing and registration requirements.

(h) The undersigned will not modify, amend, revoke or withdraw this proposal, without written permission of City for a period of not less than ninety (90) calendar days following the submission due date and time specified in the RFP or until a final Design-Build Contract has been executed, whichever occurs first.

(i) The undersigned, or any member of the Design-Build Entity or Design-Build Team, or any agent or representative thereof, has not collaborated or communicated with, or entered into any understanding agreements, whether written or oral, whether direct or indirect, or otherwise, with any other Design-Build Entity or Design-Build Team, or any agent or representative thereof, in the preparation of this proposal.

(j) The undersigned has reviewed in detail the Design-Build Contract attached to this RFP and takes no exception to its terms and conditions and warrants that nothing contained in the Design-Build Contract would preclude the Design-Build Entity from entering into the Design-Build Contract.

(k) This proposal is genuine and is not a sham or made in the interest of, or on behalf of, any person or entity not herein named.

(l) The undersigned, or any member of the Design-Build Entity or Design-Build Team, or any agent or representative thereof, has not engaged in any communication or contact with City or any City employee, or any City consultants, except as specifically allowed and limited by this RFP.

DESIGN-BUILD ENTITY SIGNATURE (Seal Required)**:**

Signature below shall bind the Design-Build Entity to all representations included in this Proposal and all Attachments and Exhibits hereinto.

Signature	Paul King, Senior Vice President Operations Name and Title
McCarthy Building Companies, Inc. Legal Name of Design-Build Entity	March 13, 2025 Date

FAÇADE CONCEPT

March 13, 2025

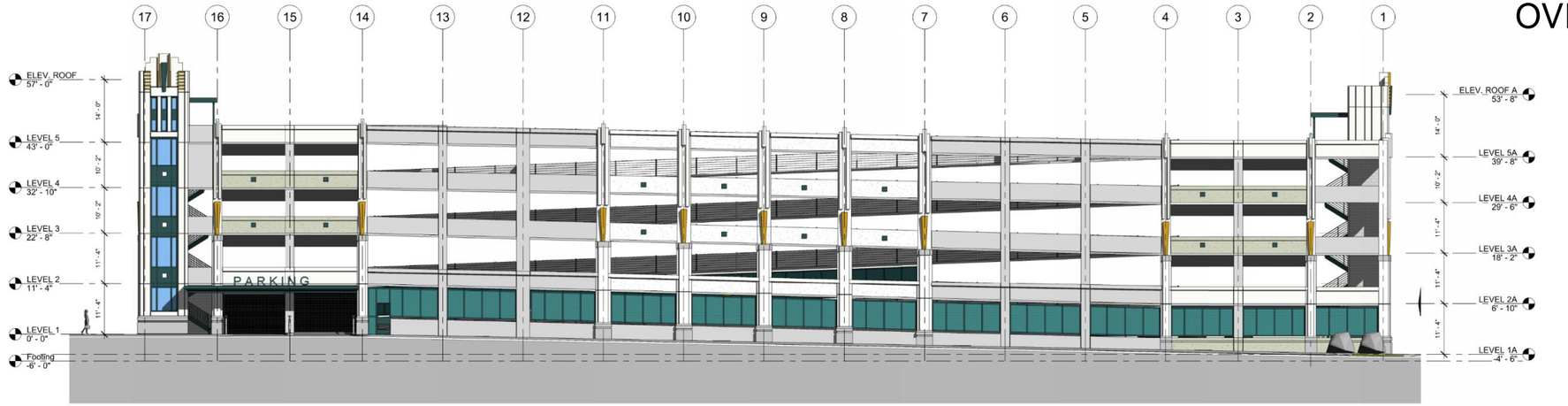
STREET VIEW FROM SW

STREET VIEW FROM SE

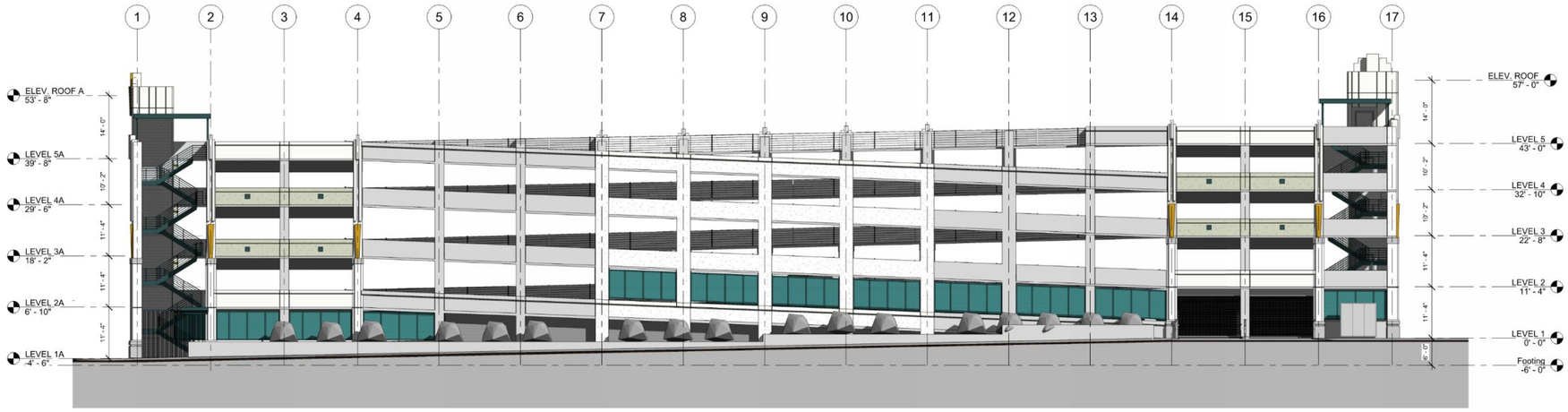
PARKING

STREET VIEW FROM NE

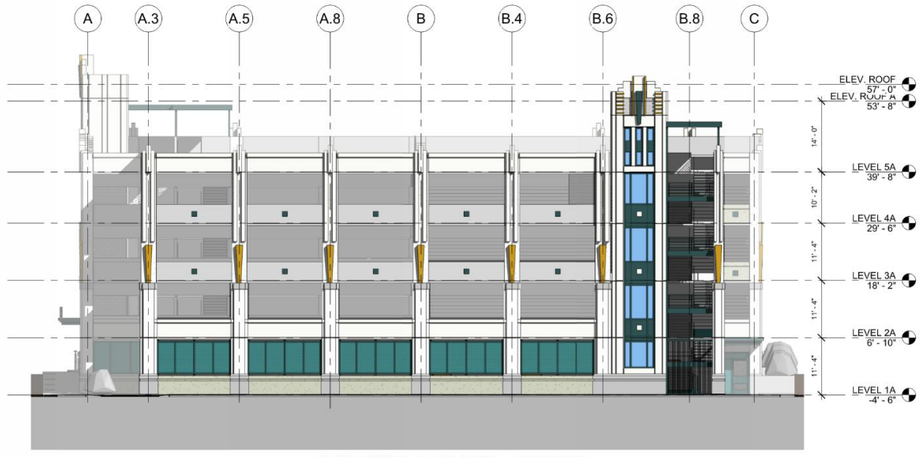
OVERALL ELEVATIONS



4 WEST ELEVATION - FACADE
SCALE: 3/32" = 1'-0"

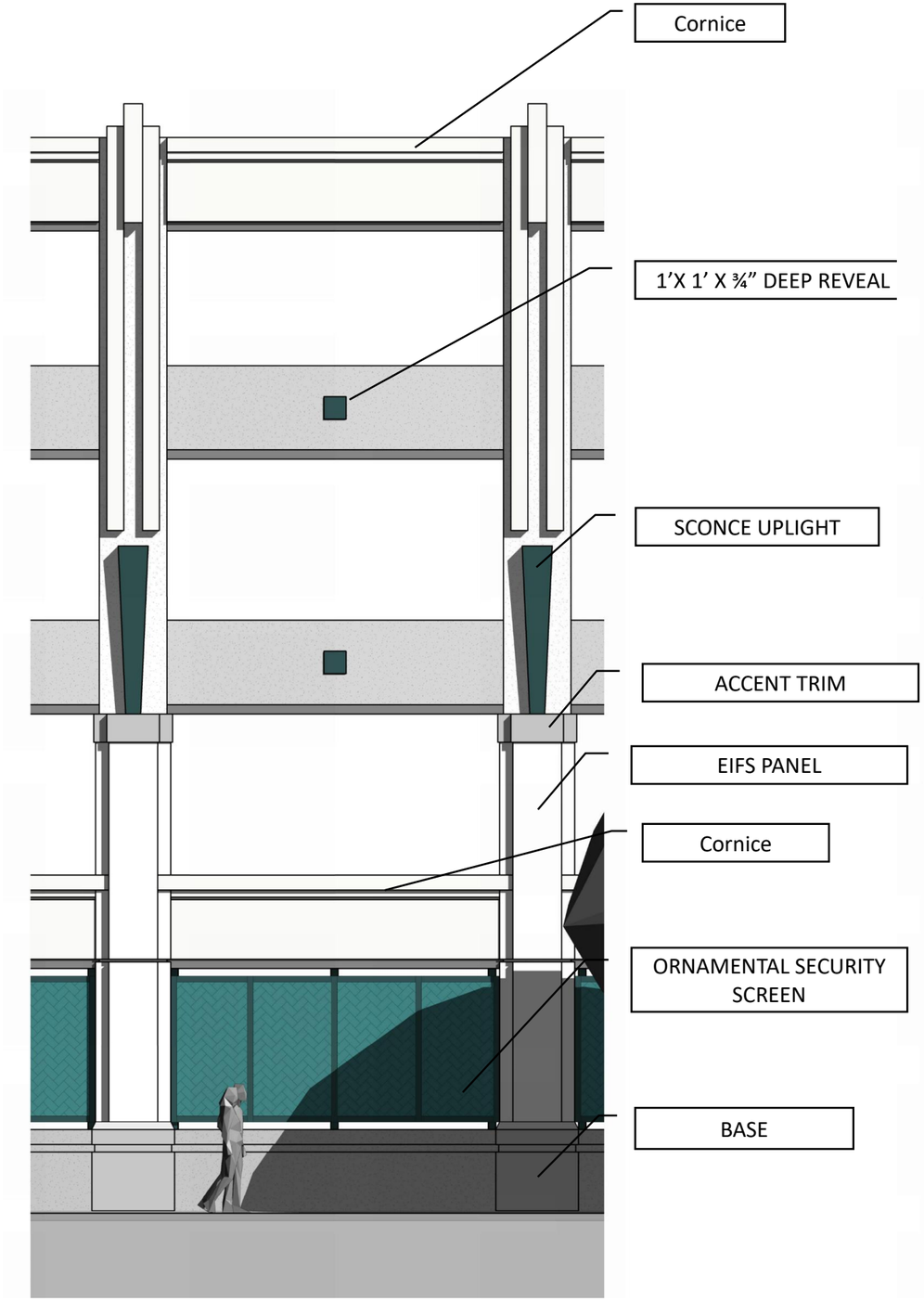


3 EAST ELEVATION - FACADE
SCALE: 3/32" = 1'-0"

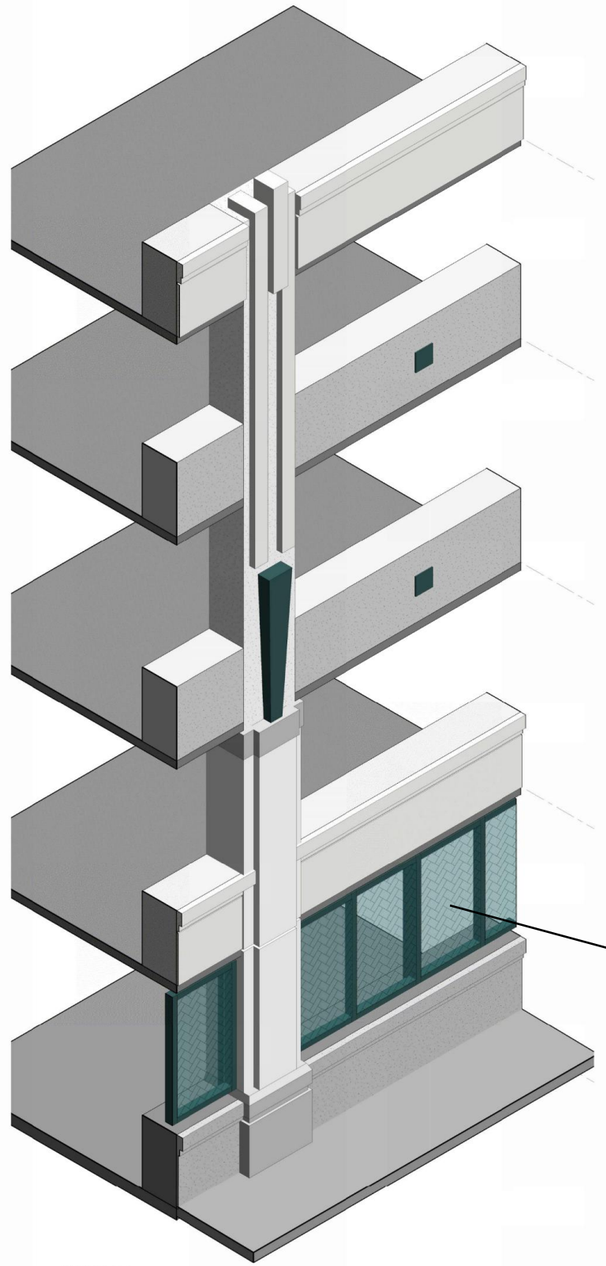


2 SOUTH ELEVATION - FACADE
SCALE: 3/32" = 1'-0"

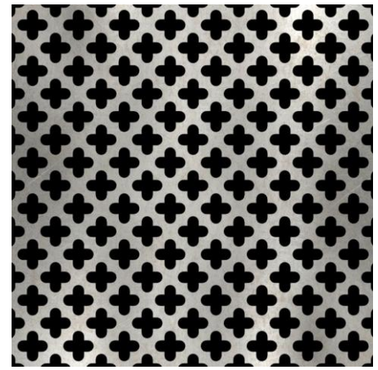
1 NORTH ELEVATION - FACADE
SCALE: 3/32" = 1'-0"



ENLARGED ELEVATION

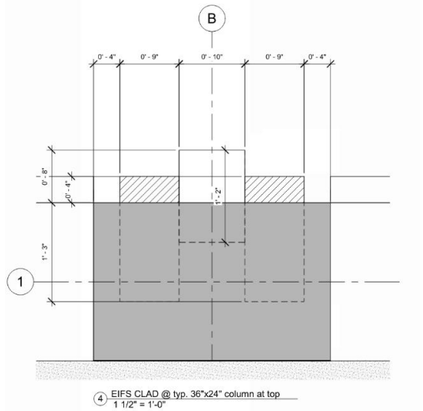


AXON

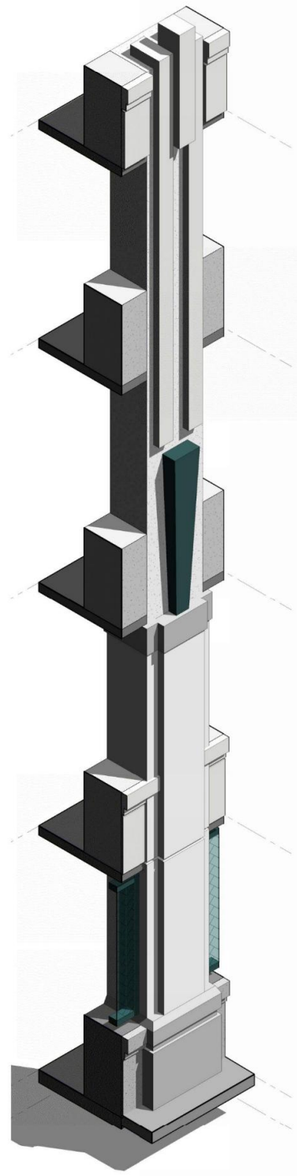


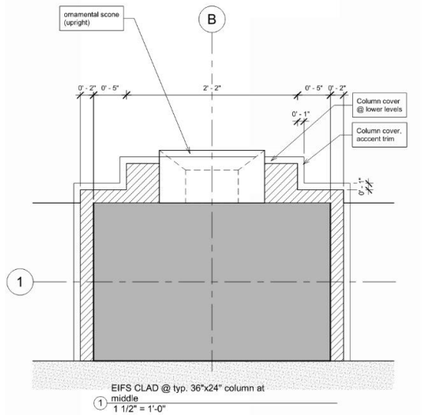
ORNAMENTAL SECURITY SCREEN PATTERN

CLADDING DETAIL AT COLUMN

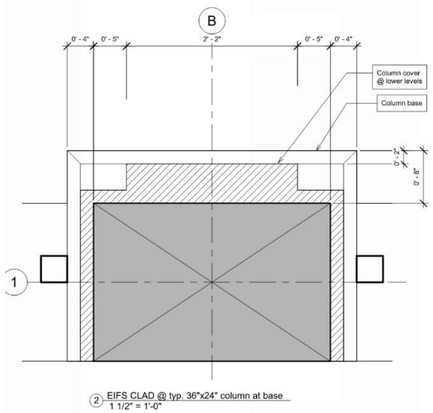


4 EIFS CLAD @ typ. 36"x24" column at top
1 1/2" = 1'-0"

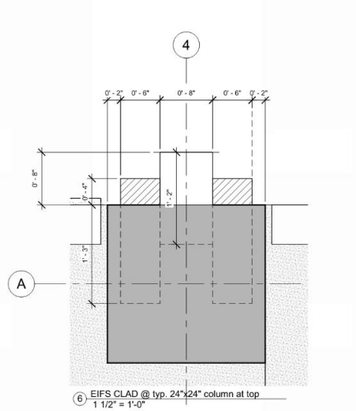




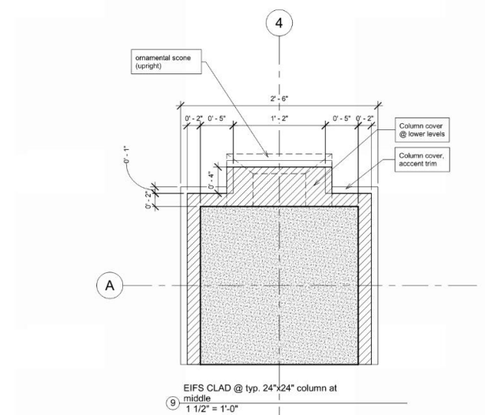
1 EIFS CLAD @ typ. 36"x24" column at middle
1 1/2" = 1'-0"



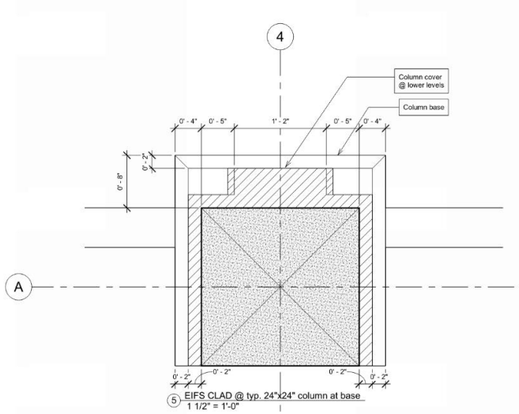
2 EIFS CLAD @ typ. 36"x24" column at base
1 1/2" = 1'-0"



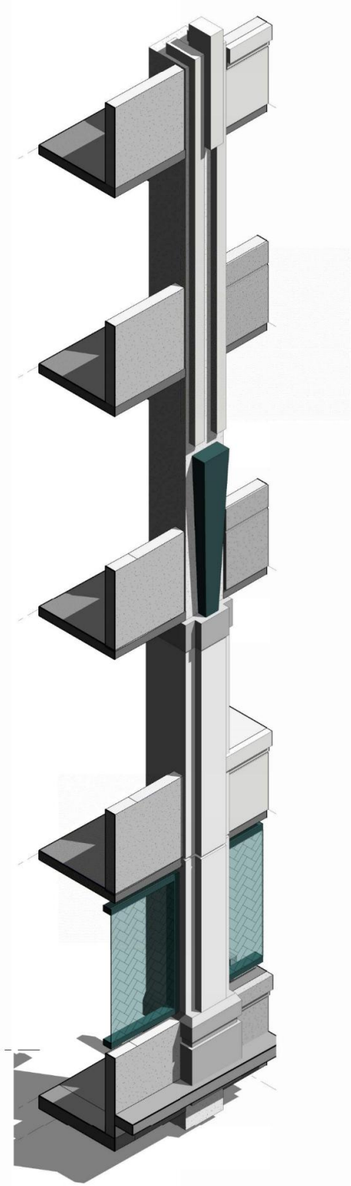
6 EIFS CLAD @ typ. 24"x24" column at top
1 1/2" = 1'-0"



9 EIFS CLAD @ typ. 24"x24" column at middle
1 1/2" = 1'-0"



5 EIFS CLAD @ typ. 24"x24" column at base
1 1/2" = 1'-0"

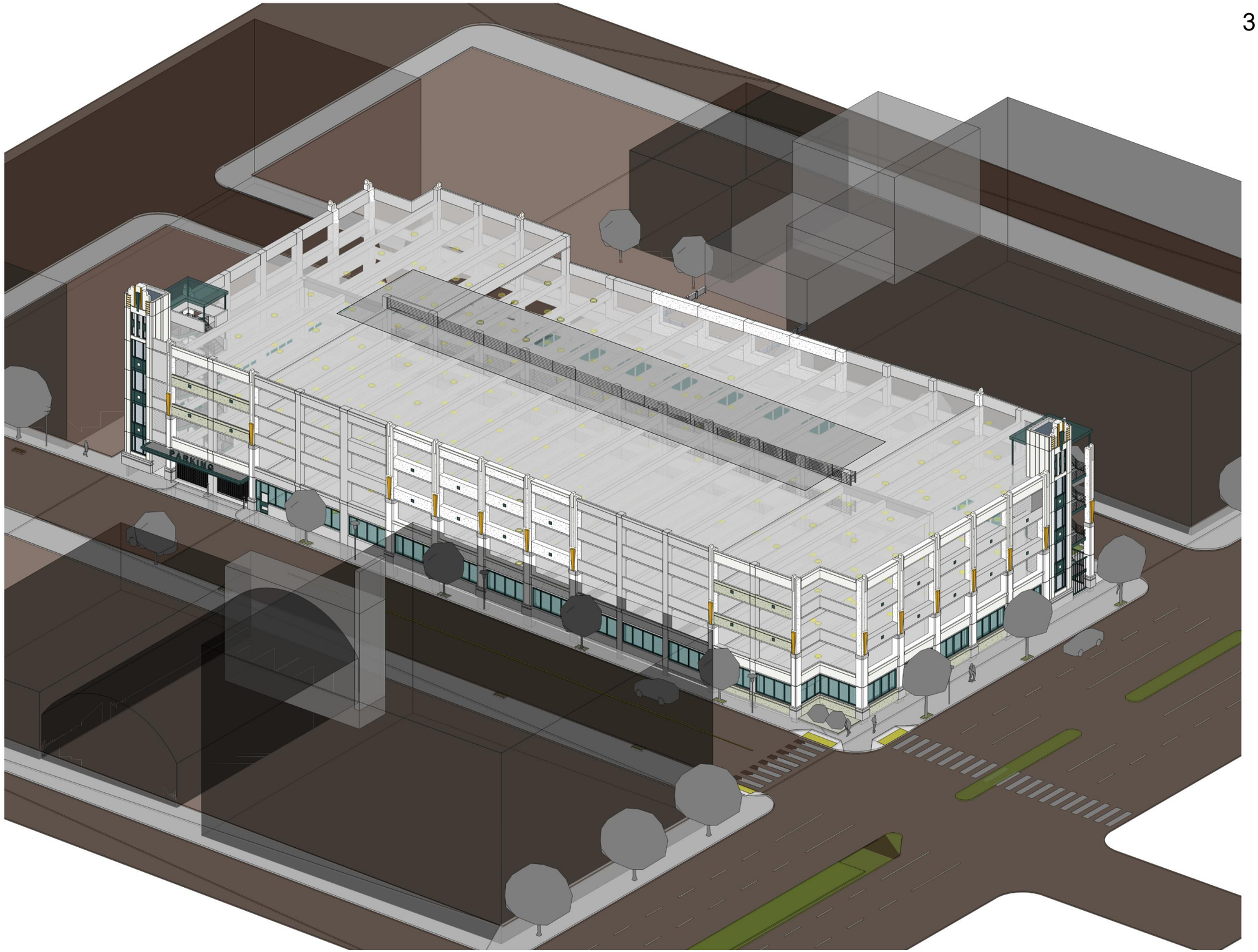


EIFS AT 36X24 COLUMN

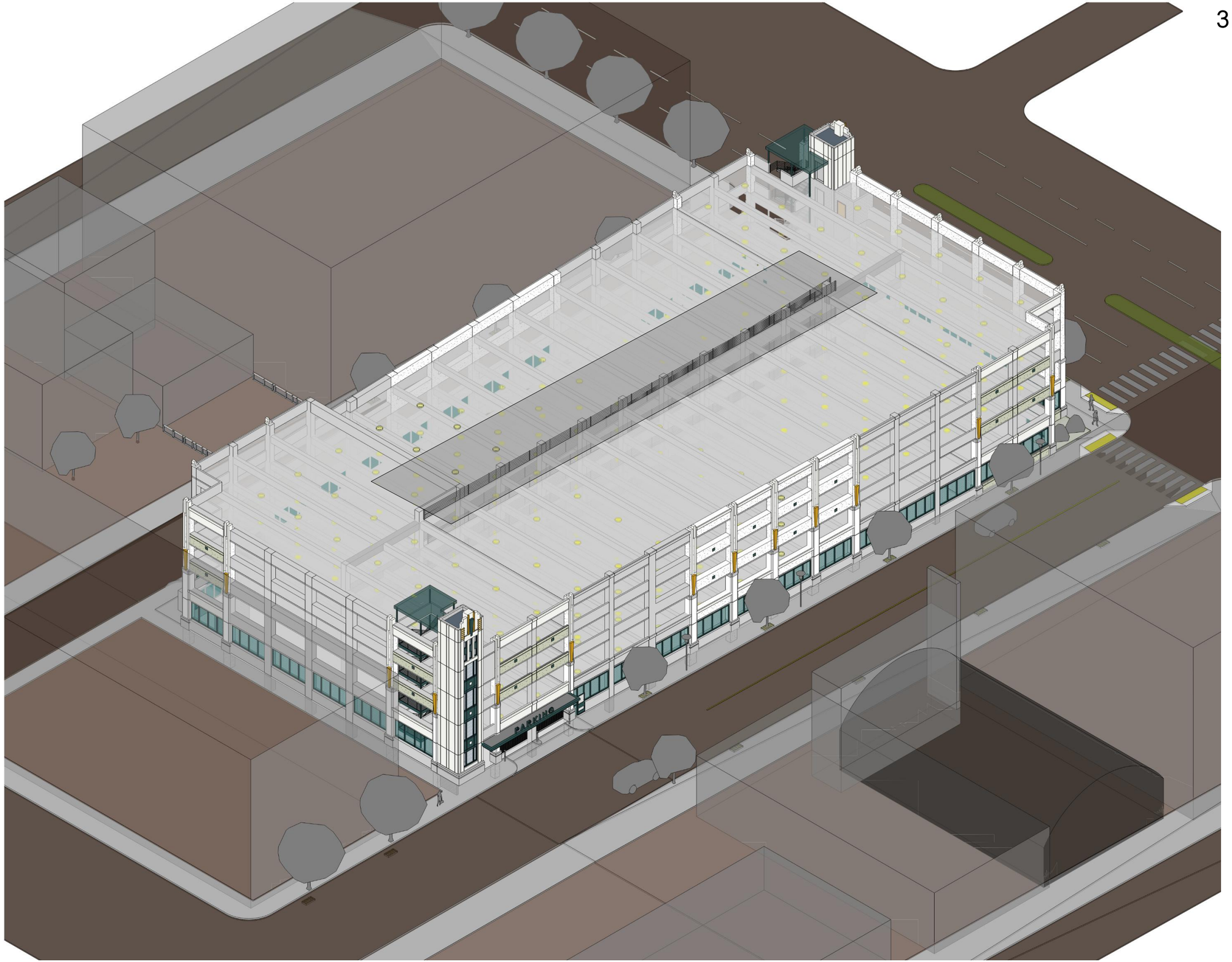
EIFS AT 24X24 COLUMN

FAÇADE VIEW ALONG STREET

3D AXON - SW



3D AXON - NW



FONTANA DOWNTOWN WEST PARKING STRUCTURE

FONTANA, CA

PARKING SPACE & AREA SUMMARY

STND.STL = 9'-0" X 19'-0" | Ø = 90 | 134'-0" X 279'-0"

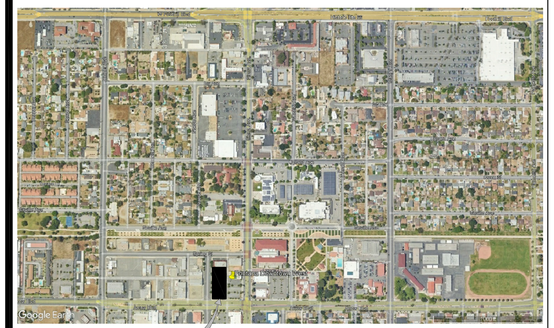
AREA	ON-GRADE SLAB (S.F.)	ELEVATED SLAB (S.F.)	NUMBER OF SPACES													
			STANDARD STALLS			INSTALLED EVCS				FUTURE EVCS				TOTAL	S.F./SPACE
			STND.ACC	VAN ACC.	STND. STL.	STND.ACC	VAN ACC.	AMBUL.	STND. STL.	STND.ACC	VAN ACC.	AMBUL.	STND. STL.		
GB	5,634		1	1	4	1	1						1	9	626.00
1A	18,397				24				4				23	51	360.73
1B	12,670	5,469	4		32				12				1	49	370.18
2A		18,391	3	2	40				9					54	340.57
2B		18,139			34	1				2			17	54	335.91
3A		18,391			39		1					3	9	52	353.67
3B		18,139			38								17	55	329.80
4A		18,391			46								9	55	334.38
4B		18,139			49								7	56	323.91
5A		18,391			54									54	340.57
5B		4,228			12									12	352.33
	36,701	137,678													
		36,701													
Gross Floor Area (SF)		**174,379**													
Total # Spaces:			8	3	372	2	2	0	25	2	0	3	84	**501**	

Design Efficiency: 174,379 ÷ 501 = **348.06**

Total # Spaces - Residential: **56**
Total # Spaces - Commercial: **445**

Notes: Square footage is approximate and should be verified before re-use.

VICINITY MAP



N

N.T.S.

SYMBOLS

- NEW ELEVATION (TOP OF FINISH SURFACE, U.N.O.) — 100.16 FS
- EXISTING ELEVATION — 100.00
- COLUMN OR WALL LINE REFERENCE — A
- DETAIL REFERENCE / SHEET REFERENCE
- BLDG. REFERENCE / SHEET REFERENCE
- WALL SECTION REFERENCE / SHEET REFERENCE
- EXIT SIGN — EXIT
- ELEVATION REFERENCE / SHEET REFERENCE
- CONCRETE WALL
- CONCRETE MASONRY BLOCK
- PLASTER & METAL STUDS
- METAL STUD FRAMING
- WALL TYPE REFERENCE — XX / XX.XX
- 1-HR FIRE RATED CONSTRUCTION
- DOOR GROUP
- S.S. SECURITY STATION
- SIGN DESIGNATION NUMBER — S-20
- GRAPHIC DESIGNATION NUMBER — SG-2 / CG-1

NOTE:
FOR LOCATIONS SEE SITE PLANS & FLOOR PLANS, FOR DETAILS SEE SIGNAGE & GRAPHICS SCHEDULE

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO ALL PERTINENT CODES, REGULATIONS, LAWS AND ORDINANCES AS REQUIRED BY THE STATE OF CALIFORNIA BUILDING CODE 2022 EDITION (CBC) WITH AMENDMENTS. (TITLE 24, CALIFORNIA CODE OF REGULATIONS – CCR)
2. ALL PLAN DIMENSIONS INDICATED ARE TO COLUMN CENTERLINE, TO FACE OF CONCRETE, TO FACE OF MASONRY OR TO FACE OF STUDS UNLESS OTHERWISE NOTED.
3. FLOOR ELEVATIONS INDICATED ARE TO TOP OF STRUCTURAL OR GRADE SLAB UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS IN THE FIELD, AND IN THE EVENT OF DISCREPANCY, REPORTING SUCH DISCREPANCY TO THE ARCHITECT.
5. TEMPORARY FENCE AND CANOPY FOR THE PROTECTION OF PEDESTRIANS SHALL BE PROVIDED AS REQUIRED. COMPLY WITH 2022 CALIFORNIA FIRE CODE, ARTICLE 87 DURING ALL PHASES OF WORK.
6. ALL NEW OR REPLACED STREET PAVING, CURBS, GUTTERS, SIDEWALKS, SPEED BUMPS AND DRIVEWAYS IN PUBLIC WAYS SHALL BE CONSTRUCTED AS PER THE STANDARDS AND REQUIREMENTS OF THE GOVERNING JURISDICTION.
7. ALL EXIT DOORS AND GATES SHALL BE OPENABLE FROM THE INSIDE WITHOUT USE OF KEY OR SPECIAL KNOWLEDGE.
8. ALL TYPICAL PARKING SPACES SHALL BE DOUBLE STRIPED USING 4" WIDE PAINT LINES, RESULTING IN 8'-4" WIDE SPACES BETWEEN SINGLE STRIPES. SEE PLAN FOR VARYING PARKING SPACE SIZE.
9. THE VERTICAL DIMENSION FROM THE FINISH FLOOR TO THE UNDERSIDE OF ANY STRUCTURAL ELEMENT, PIPING, ELECTRICAL FIXTURE, ETC., SHALL BE 7'-0" MINIMUM. NO HORIZONTAL PIPING SHALL OCCUR BELOW THE BOTTOM OF BEAMS. 8'-2" CLEARANCE WILL BE REQUIRED WHERE ACCESSIBLE STALLS ARE PROVIDED. THIS WOULD INCLUDE ELEMENTS AND AREAS THAT PROVIDE ACCESS TO STALLS.
10. 6'-8" MINIMUM HEADROOM SHALL BE PROVIDED AT ALL EXIT STAIRS AND 7'-0" MINIMUM HEADROOM SHALL BE PROVIDED AT ALL LANDINGS.
11. ALL STAIR RAILINGS AND GUARDRAILS SHALL HAVE MAXIMUM DIVISION RAILS SPACING TO REJECT A 4" ø BALL. ALL GUARD RAILS SHALL BE 3'-7" HIGH. (3'-6" MIN. REQ.)
12. DECK COATING ON VEHICULAR TRAFFIC DECKS AT FLOOR AREAS OVER EQUIPMENT ROOMS, ELEVATOR EQUIPMENT ROOMS, STORAGE ROOM, ETC., SHALL CONSIST OF ELASTOMERIC OR EPOXY SYSTEMS. (MIN. 50 MILS. THK.) AND EXTENDING 12" BEYOND EXTERIOR FACE OF WALLS.
13. PROVIDE ONE 4A20BC FIRE EXTINGUISHER IN EACH FIRE HOSE CABINET AS SHOWN OR DIRECTED. FIRE EXTINGUISHER CABINET DOOR TO BE OF OBSCURE GLASS – BREAK-GLASS TYPE. AND ALSO PROVIDE 4A20BC FIRE EXTINGUISHERS AND FIRE EXTINGUISHER CABINETS AS SHOWN ON THE DRAWINGS AND AS MAY BE REQUIRED BY THE FIRE MARSHALL. (MINIMUM ONE FIRE EXTINGUISHER PER 6000 SQ. FT. AND MIN. SIZE TO BE 4A20BC.)
14. ALL VERTICAL PIPE RISERS SHALL BE HELD TIGHT TO FACE OF COLUMN OR WALL CLEAR OF LEGAL PARKING STALL. RISERS PASSING THROUGH SLAB SHALL HAVE A PIPE SLEEVE THAT EXTENDS 1" ABOVE FINISH FLOOR AND AT ROOF LEVEL TO BE SEALED WATERTIGHT. VERTICAL CODE REQUIRED CLEARANCES FOR EACH PIPE SIZE & TYPE.
15. ALL TOP OF FLOOR DRAINS/AREA DRAINS SHALL BE SET 1/2" BELOW ADJACENT FINISH FLOOR ELEVATION SHOWN.
16. ALL HORIZONTAL PIPING SHALL BE HELD TIGHT TO DECKS & PASS THROUGH BEAM SLEEVES. NO PIPING SHALL RUN BELOW BOTTOM OF THE BEAMS. COORDINATE SLEEVE LOCATIONS W/ STRUCTURAL DRAWINGS.
17. GRADING PLANS, DRAINAGE IMPROVEMENTS, ROAD AND ACCESS REQUIREMENTS AND ENVIRONMENTAL HEALTH REQUIREMENTS SHALL COMPLY WITH ALL LOCAL ORDINANCES.
18. INSTALLATION OF DEFERRED APPROVAL ITEMS SHALL NOT BEGIN UNTIL CONTRACTOR'S DRAWINGS, SPECIFICATIONS AND ENGINEERING CALCULATIONS FOR THE ACTUAL SYSTEMS TO BE INSTALLED HAVE BEEN ACCEPTED AND SIGNED BY THE ARCHITECT AND STRUCTURAL ENGINEER AND APPROVED BY THE GOVERNING JURISDICTION.
19. CLASS 1 STANDPIPE HOSE CONNECTION SHALL BE PROVIDED IN EVERY REQUIRED STAIRWAY FOR EACH LEVEL ABOVE AND BELOW GRADE. (CFC 905.4)
20. EVERY BUILDING FOUR STORIES OR MORE IN HEIGHT SHALL BE PROVIDED WITH NOT LESS THAN ONE STANDPIPE FOR USE DURING CONSTRUCTION INSTALLED IN ACCORDANCE WITH CFC 1413.1. STANDPIPE SHALL BE INSTALLED WHEN THE PROGRESS OF CONSTRUCTION IS NOT MORE THAN 40 FEET IN HEIGHT ABOVE THE LOWEST LEVEL OF FIRE DEPARTMENT ACCESS.
21. EXPOSED ELECTRICAL CONDUIT IS NOT PERMITTED. ALL TUBING AND CONDUIT IS TO BE PLACED / EMBEDDED IN SLABS, COLUMNS, WALLS OR BEAMS PRIOR TO CONCRETE POUR. COORDINATE WITH STRUCTURAL REQUIREMENTS FOR PLACEMENT OF THESE ELEMENTS WITHIN A STRUCTURAL SECTION PROFILE. FOR CONDUITS, RACEWAYS AND HOMERUNS THAT CANNOT BE BE PLACED / EMBEDDED IN SLABS, COLUMNS, WALLS OR BEAMS PRIOR TO CONCRETE POUR, THEY ARE TO BE TIGHTLY GROUPED AND ATTACHED TO THE SURFACE OF THE SLAB SOFFIT, COLUMN, WALL OR BEAM ONLY WITH WRITTEN APPROVAL FROM THE ARCHITECT.

SHEET INDEX

A0.01 COVER SHEET

CIVIL
C1.10 DEMOLITION AND EROSION CONTROL PLAN
C1.30 GRADING AND PAVING PLAN
C1.50 UTILITY AND LID PLAN

LANDSCAPE
L1 CONCEPTUAL LANDSCAPE PLAN

ARCHITECTURAL
A2.01 GROUND LEVEL FLOOR PLAN
A2.02 SECOND LEVEL FLOOR PLAN
A2.03 THIRD LEVEL FLOOR PLAN
A2.04 FOURTH LEVEL FLOOR PLAN
A2.05 FIFTH (ROOF) LEVEL FLOOR PLAN
A3.01 BUILDING ELEVATIONS
A3.02 BUILDING SECTIONS

STRUCTURAL
DD1 GROUND LEVEL
DD2 SECOND LEVEL
DD3 THIRD LEVEL
DD4 FOURTH LEVEL
DD5 FIFTH LEVEL
DD6 ELEVATOR ELEVATIONS
DD7 TYPICAL DETAILS

ELECTRICAL
(PENDING)

MECHANICAL
(PENDING)

PLUMBING
(PENDING)

GOVERNING CODES

2022 CALIFORNIA ADMINISTRATIVE CODE – TITLE 24, PART 1
2022 CALIFORNIA BUILDING CODE – TITLE 24, PART 2 WITH APPENDIX C, F, G, H, I, J
2022 CALIFORNIA ELECTRICAL CODE – TITLE 24, PART 3
2022 CALIFORNIA MECHANICAL CODE – TITLE 24, PART 4
2022 CALIFORNIA PLUMBING CODE – TITLE 24, PART 5
2022 CALIFORNIA ENERGY CODE – TITLE 24, PART 6
2022 CALIFORNIA ELEVATOR SAFETY CONSTRUCTION CODE – TITLE 24, PART 7
2022 CALIFORNIA FIRE CODE – TITLE 24, PART 9
2022 CALIFORNIA CODE OF REGULATIONS – TITLE 19, DIVISION 1
2022 CALIFORNIA REFERENCED STANDARDS – TITLE 24, PART 12
CURRENT LOCAL ORDINANCES AND NATIONAL/STATE CODE ADOPTIONS

PROJECT DIRECTORY

DESIGN BUILDER: MCCARTHY BUILDING COMPANIES, INC
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P: 530.894.5345
CONTACT: JIM WRIGHT

ELECTRICAL: T.B.D.

MECHANICAL: T.B.D.

PLUMBING: T.B.D.

PROJECT DATA / CODE ANALYSIS

PROJECT ADDRESS:
ASSESSOR'S PARCEL NUMBER:
PROJECT DESCRIPTION: CAST-IN-PLACE CONCRETE, 5-LEVEL OPEN PARKING GARAGE ACCOMMODATING 501 PARKING SPACES
BUILDING USE: S-2 OPEN PARKING GARAGE
GROSS FLOOR AREA: 174,379 S.F.

CODE ANALYSIS (CBC CODE REFERENCE)

CATEGORY	S-2 OPEN PARKING GARAGE
TYPE OF CONSTRUCTION:	TYPE II-B
OCCUPANCY GROUP(S):	S-2 LOW-HAZARD STORAGE
VENTILATION:	NATURAL VENTILATION – PER CBC 406.5.2
ALLOWABLE STORIES:	8 TIERS – PER CBC TABLE 406.5.4
PROVIDED STORIES:	5 TIERS (4 STORIES)
BUILDING HEIGHT:	FROM GRADE PLANE: 47'-11"
ALLOWABLE FLOOR AREA:	50,000 S.F. – PER CBC TABLE 406.5.4
PROVIDED FLOOR AREA/TIER:	FIRST LEVEL: 36,701 S.F. SECOND LEVEL: 36,530 S.F. THIRD LEVEL: 36,530 S.F. FOURTH LEVEL: 36,530 S.F. FIFTH (ROOF) LEVEL: 22,619 S.F
OCCUPANT LOAD FACTOR:	200 (TABLE 1004.5-PARKING GARAGE)
OCCUPANT LOAD/STORY:	36,701/200 = 184 FIRST LEVEL 36,530/200 = 183 SECOND LEVEL ** 36,530/200 = 183 THIRD LEVEL 36,530/200 = 183 FOURTH LEVEL 22,619/200 = 114 FIFTH (ROOF) LEVEL
TOTAL OCCUPANT LOAD:	847
NUMBER OF EXITS REQUIRED/STORY:	2 (CBC TABLE 1021.1)
NUMBER OF EXITS PROVIDED/STORY:	2 PROVIDED @ GROUND LEVEL 2 PROVIDED @ SECOND LEVEL 2 PROVIDED @ THIRD LEVEL 2 PROVIDED @ FOURTH LEVEL 2 PROVIDED @ FIFTH (ROOF) LEVEL

EXIT & STAIR ANALYSIS:

STAIR/EXIT WIDTH REQUIRED: (SECOND LEVEL) **	183 X 0.3 = 55" 55"/ 12 = 4.58'
STAIR/EXIT WIDTH PROVIDED:	9.0' (1 STAIRS AT 4.5' AND 1 STAIR AT 4.5')
EXIT TRAVEL DISTANCE REQUIRED:	400' PER CBC 1017.2

GREEN BUILDING STANDARDS CODE REQUIREMENTS – RESIDENTIAL	PER CGBC, CHAPTER 4, RESIDENTIAL MANDATORY MEASURES
TOTAL NUMBER OF PARKING SPACES:	56 SPACES
TOTAL NUMBER OF EV READY PARKING SPACES WITH RECEPTACLES (SECTION 4.106.4.2.2):	40% OF VEHICULAR PARKING SPACES = 56 X 40% = 23 SPACES REQUIRED 23 EV READY PARKING SPACES WITH RECEPTACLES PROVIDED
TOTAL NUMBER OF EV READY PARKING SPACES WITH EV CHARGERS (SECTION 4.106.4.2.2):	10% OF VEHICULAR PARKING SPACES = 56 X 10% = 6 SPACES REQUIRED 6 EV READY PARKING SPACES WITH EV CHARGERS PROVIDED

GREEN BUILDING STANDARDS CODE REQUIREMENTS – COMMERCIAL	PER CGBC, CHAPTER 5, NON-RESIDENTIAL MANDATORY MEASURES
TOTAL NUMBER OF PARKING SPACES:	445 SPACES
TOTAL NUMBER OF LONG TERM BICYCLE PARKING REQUIRED (SECTION 5.106.4.1):	5% OF VEHICULAR PARKING SPACES = 23 SPACES REQUIRED
TOTAL NUMBER OF ELECTRIC VEHICLE CHARGING PARKING (SECTION 5.106.5.3.1):	20% OF VEHICULAR PARKING SPACES = 90 EV CHARGING SPACES REQUIRED 89 EV CHARGING SPACES PROVIDED
NUMBER OF EV CAPABLE SPACES PROVIDED WITH EVCS (TABLE 5.106.5.3.1):	25% OF EVCS PARKING SPACES = 90 EVCS X 25% = 23 EV CAPABLE SPACES REQUIRED 23 EV CAPABLE SPACES PROVIDED
NUMBER OF EV SPACES RECEIVING PROVISIONS FOR FUTURE EV CHARGING STATIONS (TABLE 5.106.5.3.1):	75% OF EVCS PARKING SPACES = 90 EVCS X 75% = 67 EV CAPABLE SPACES REQUIRED 67 EV CAPABLE SPACES PROVIDED

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Consultant:

AOR/EOR Stamp:

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Date	12/12/2024
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Drawing Title
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A0.01

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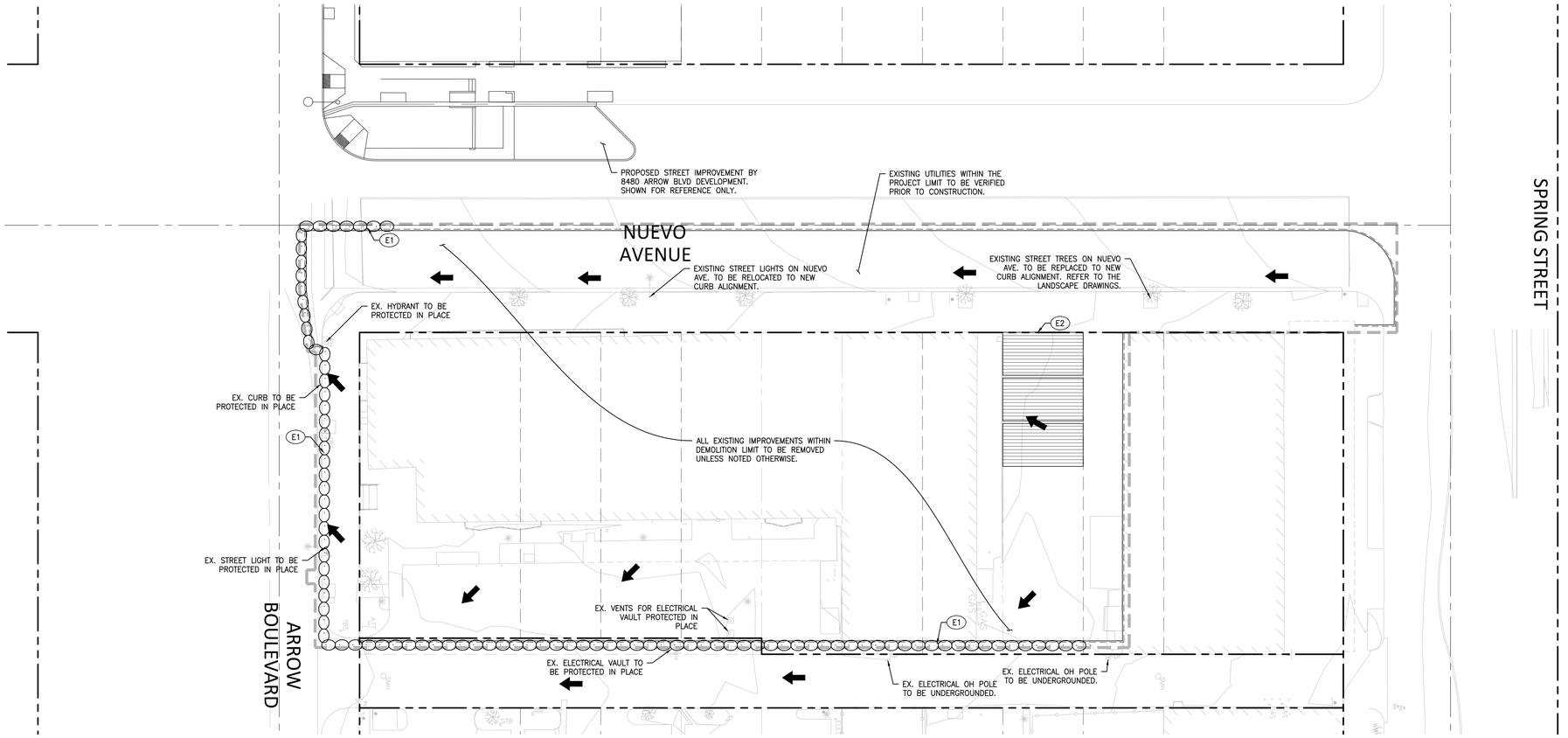


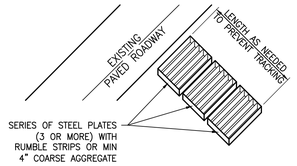
LEGEND

- LIMIT LINE OF EROSION CONTROL
- PROPERTY LINE
- GRAVEL BAGS
- DIRECTION OF FLOW

EROSION CONTROL NOTES:

(E1) PLACE GRAVEL BAGS TRIPLE ROW PER DETAIL **1**, HEREON.

(E2) STABILIZED CONSTRUCTION ENTRANCE PER DETAIL **2**, HEREON.



NOTES:

1. THE CONSTRUCTION ENTRANCE ROADWAYS SHALL BE STABILIZED SO AS TO PREVENT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC ROADS. DEPOSITIONS MUST BE SWEPT UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS INTO THE STORM DRAIN SYSTEM.
2. STABILIZED CONSTRUCTION ENTRANCE SHALL BE LOCATED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE OR FROM A PUBLIC RIGHT OF WAY, STREET, ALLEY, AND SIDEWALK OR PARKING AREA.
3. IF A WASH RACK IS INCLUDED, A SEDIMENT TRAP OF SOME KIND MUST ALSO BE PROVIDED TO COLLECT WASH WATER RUNOFF.
4. ALL VEHICLES ACCESSING THE CONSTRUCTION SITE SHALL UTILIZE THE STABILIZED CONSTRUCTION ENTRANCE.

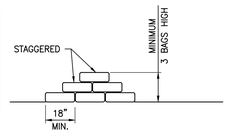
STREET MAINTENANCE NOTES

1. REMOVE ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS IMMEDIATELY.
2. SWEEP PAVED AREAS THAT RECEIVE CONSTRUCTION TRAFFIC WHENEVER SEDIMENT BECOMES VISIBLE.
3. PAVEMENT WASHING WITH WATER IS PROHIBITED IF IT RESULTS IN A DISCHARGE TO THE STORM DRAIN SYSTEM

2 STABILIZED CONSTRUCTION ENTRANCE N.T.S.

SLOPE INCLINATION	MAXIMUM SHEET FLOW LENGTH (FOR SLOPE INTERRUPTION)
< 4:1 (H:V)	*20'
4:1–2:1 (H:V)	*15'
> 2:1 (H:V)	*10'

* FIRST ROW NEAR SLOPE TOE



NOTES:

1. BAG MATERIAL: BAGS SHOULD BE WOVEN POLYPROPYLENE, POLYETHYLENE OR POLYAMIDE FABRIC, MINIMUM UNIT WEIGHT OF 4 OUNCES/YD², MULLEN BURST STRENGTH EXCEEDING 300 LB/IN² IN CONFORMANCE WITH THE REQUIREMENTS IN ASTM DESIGNATION D3786, AND ULTRAVIOLET STABILITY EXCEEDING 70% IN CONFORMANCE WITH THE REQUIREMENTS IN ASTM DESIGNATION D4355.
2. BAG SIZE: EACH GRAVEL-FILLED BAG SHOULD HAVE A LENGTH OF 18 IN., WIDTH OF 12 IN., THICKNESS OF 3 IN., AND MASS OF APPROXIMATELY 33 LBS. BAG DIMENSIONS ARE NOMINAL, AND MAY VARY BASED ON LOCALLY AVAILABLE MATERIALS.
3. FILL MATERIAL: FILL MATERIAL SHALL BE 0.5 TO 1.0 INCH CRUSHED ROCK, CLEAN AND FREE OF CLAY, ORGANIC MATTER, AND OTHER DELETERIOUS MATERIAL, OR OTHER SUITABLE OPEN-GRADED, NON-COHESIVE, POROUS GRAVEL.
4. TURN THE ENDS OF GRAVEL BAG BARRIER UP SLOPE TO PREVENT RUNOFF FROM GOING AROUND BARRIER.
5. USE PYRAMID APPROACH WHEN STACKING BAGS.

1 GRAVEL BAG BARRIER N.T.S.

N

0 10' 20'

SCALE: 1"=20'

FONTANA CALIFORNIA

FONTANA DOWNTOWN WEST PARKING STRUCTURE

Fontana, California

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Drawing Title

DEMOLITION AND EROSION CONTROL PLAN

Drawing No.

C1.10

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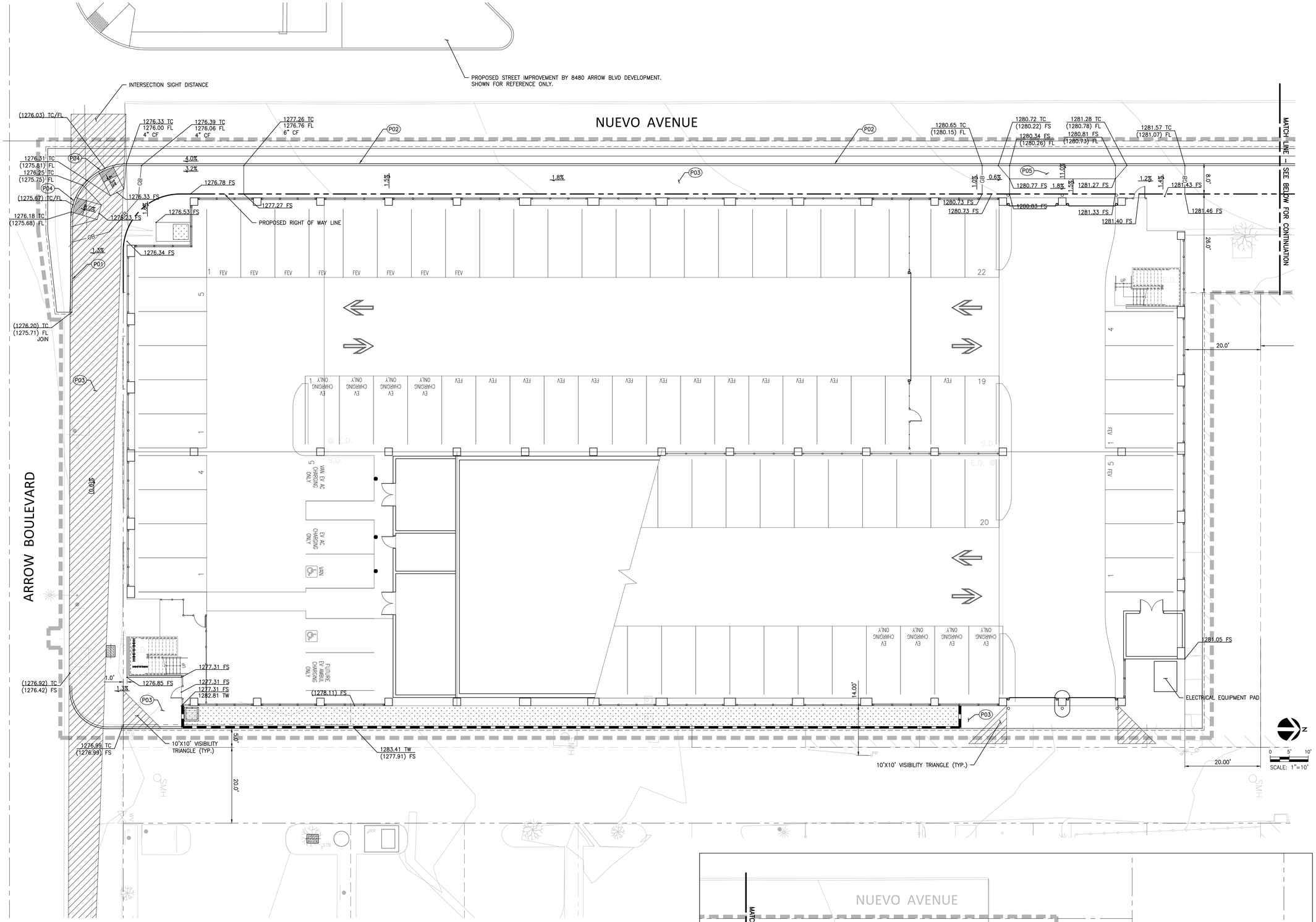

LEGEND

- LIMIT OF WORK
- PROPERTY LINE
- GB — GRADE BREAK
- SAWCUT AND JOIN

PAVING CONSTRUCTION NOTES

- (P01) CONCRETE CURB.
- (P02) CONCRETE CURB AND GUTTER.
- (P03) CONCRETE PAVEMENT.
- (P04) CURB RAMP PER CALTRANS STANDARD PLAN A88A DETAIL A.
- (P05) DRIVERWAY APPROACH PER CITY OF FONTANA STANDARD PLAN 1001.

FONTANA
CALIFORNIA

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Drawing Title
GRADING AND PAVING PLAN

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C1.30

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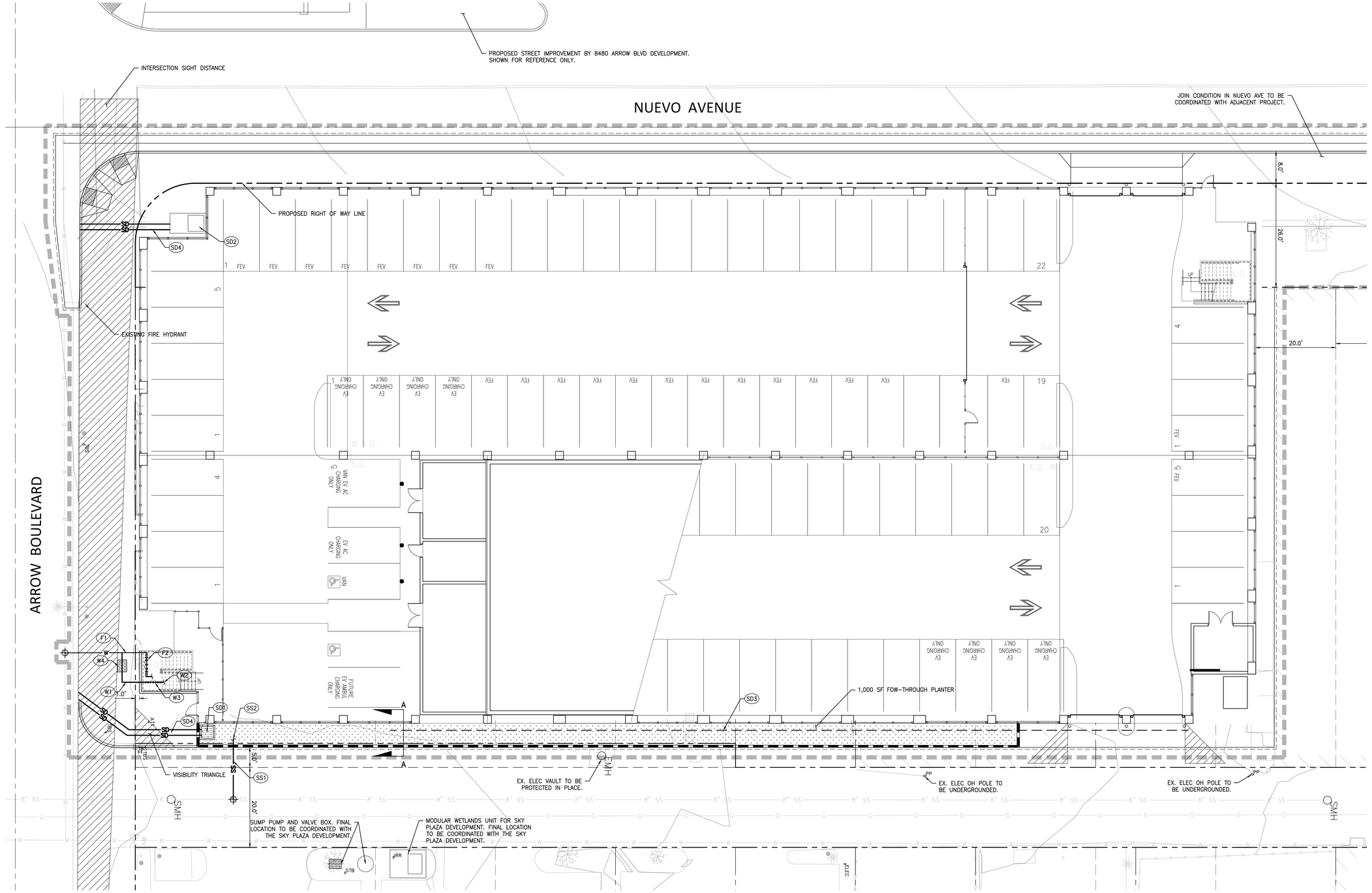

LEGEND:

- LIMIT OF WORK
- PROPERTY LINE
- SS — SANITARY SEWER
- W — WATER
- DW — DOMESTIC WATER
- FW — FIRE WATER
- SD — STORM DRAIN
- PERFORATED PIPE
- POINT OF CONNECTION
- COORDINATION POINT
- STORM DRAIN INLET
- BACKFLOW ASSEMBLY
- UTILITY METER VAULT

UTILITY CONSTRUCTION NOTES:

STORM DRAIN

(SD1) 36"X36" PRECAST CONCRETE CATCH BASIN.

(SD2) ABOVE GROUND 4'X6' MODULAR WETLAND UNIT.

(SD3) 8" PERFORATED PIPE.

(SD4) 3"X17" CURB O LET.

SANITARY SEWER

(SS1) 4" PVC, SDR-35 SANITARY SEWER PIPE WITH CLEANOUT.

(SS2) POINT OF CONNECTION 5 FEET FROM BUILDING FACE. SEE PLUMBING DRAWINGS FOR CONTINUATION.

DOMESTIC WATER

(W1) PVC C-900 DOMESTIC WATER PIPE.

(W2) POINT OF CONNECTION 5 FEET FROM BUILDING FACE. SEE PLUMBING DRAWINGS FOR CONTINUATION.

(W3) REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY.

(W4) 2" WATER METER SERVICE.

FIRE WATER

(F1) PVC C-900 FIRE WATER PIPE.

(F2) REDUCED PRESSURE DETECTOR ASSEMBLY.

NOTE:
LOCATION AND ALIGNMENT OF EXISTING UTILITIES SHOWN ARE APPROXIMATE AND BASED ON PUBLIC RECORD DRAWINGS.

NOTE:
IRRIGATION WATER METER, LINES AND APPURTENANCES BY OTHERS.

NOTE:
ALL BMP'S PROPOSED AS A PART OF THIS PROJECT ARE TO BE INSPECTED BY THE ENGINEER OF RECORD AFTER INSTALLATION AND PRIOR TO OBTAINING A CERTIFICATE OF OCCUPANCY.

NOTE:
PRIOR TO THE INSTALLATION OF ALL STORM DRAIN AND SEWER MAIN LINE CONNECTIONS, THE CONTRACTOR SHALL POTHOLE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF THE MAIN LINE. IF CONDITIONS DIFFER FROM THOSE ON THE PLAN, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND SHALL NOT BEGIN CONSTRUCTION UNTIL THE CHANGED CONDITION HAS BEEN EVALUATED.

N

0 5' 10'
SCALE: 1"=10'

FONTANA CALIFORNIA

FONTANA DOWNTOWN WEST PARKING STRUCTURE
Fontana, California

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UTIITY AND LID PLAN

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C1.50

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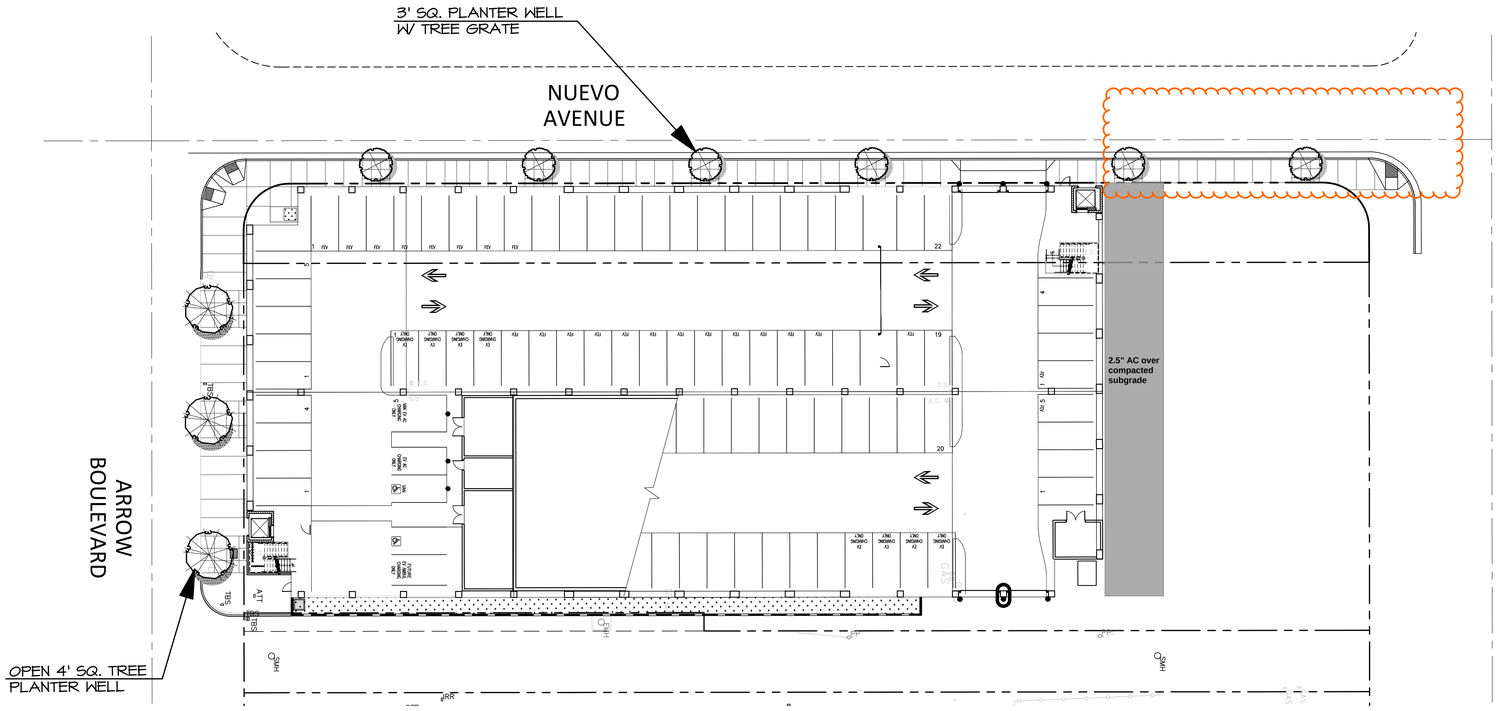
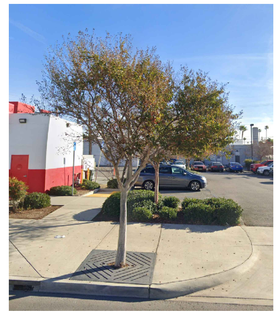


PLANTING LEGEND

SYM.	BOTANICAL NAME/ COMMON NAME	SIZE	COMMENTS	QTY.	WUCOLS
TREE LIST					
	ARROW BOULEVARD (OPEN 4' SQ. TREE PLANTER WELL) MAGNOLIA GRANDIFLORA 'MAJESTIC BEAUTY' / SOUTHERN MAGNOLIA TREE	24" BOX	DOUBLE STAKE	3	MODERATE
	NUEVO AVENUE (3' SQ. PLANTER WELL W/ TREE GRATE) PYRUS CALLERYANA 'CHANTICLEER' / CALLERY PEAR	24" BOX	DOUBLE STAKE	6	MODERATE
GROUNDCOVER LIST					
	1 GALLON CAREX PRAEGRACILIS @ 24" O.C.			245 1,045 SQ. FT.	



NUEVO AVENUE - STREET TREE WITH GRATE

0 10' 20'
SCALE: 1"=20'

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FONTANA
DOWNTOWN WEST
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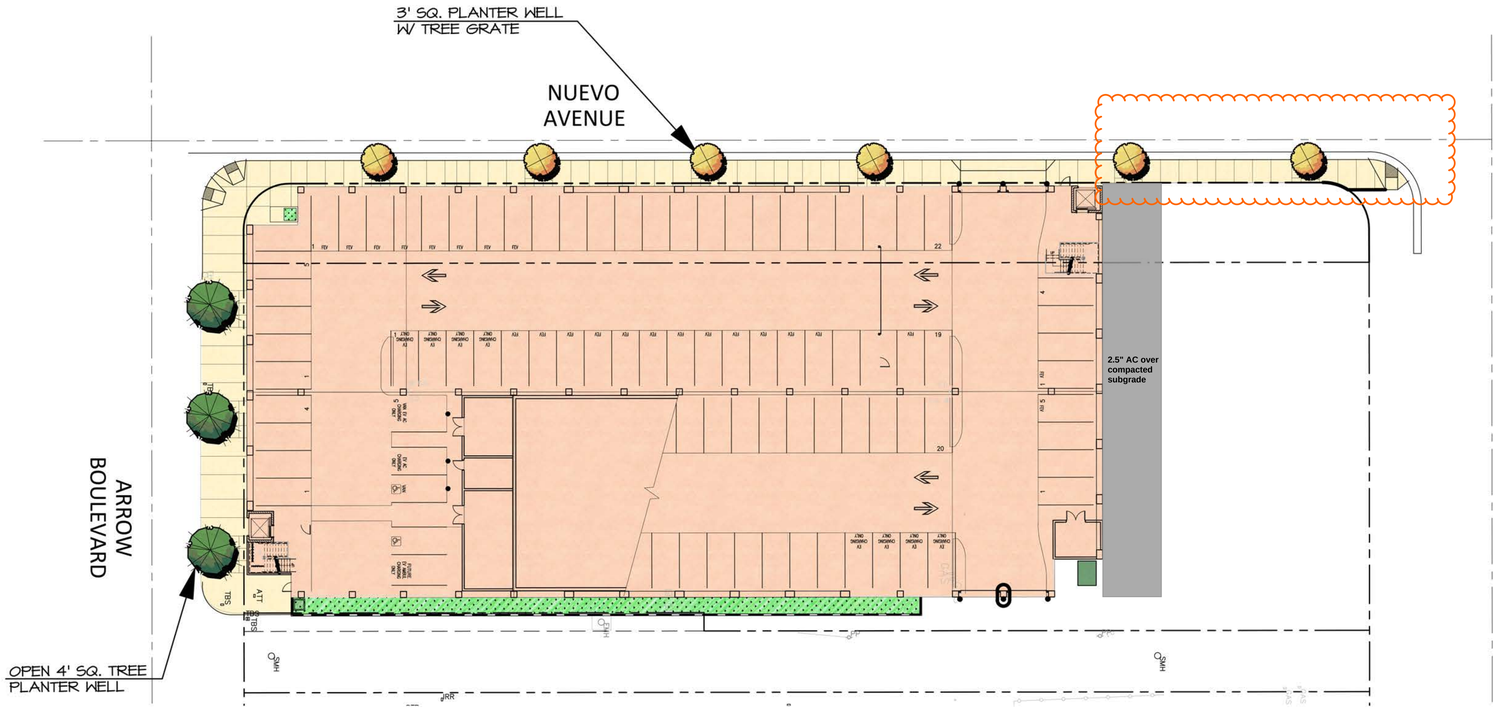
Drawing Title
CONCEPTUAL LANDSCAPE PLAN

Drawing No.
L1



PLANTING LEGEND

SYM.	BOTANICAL NAME/ COMMON NAME	SIZE	COMMENTS	QTY.	WUCOLS
TREE LIST					
	ARROW BOULEVARD (OPEN 4' SQ. TREE PLANTER WELL) MAGNOLIA GRANDIFLORA 'MAJESTIC BEAUTY' / SOUTHERN MAGNOLIA TREE	24" BOX	DOUBLE STAKE	3	MODERATE
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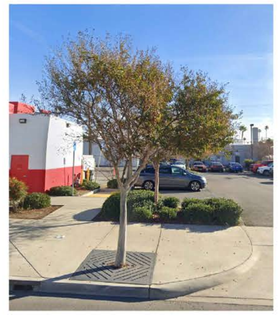

NUEVO AVENUE - STREET TREE WITH GRATE

0 10' 20'
SCALE: 1"=20'

FONTANA
CALIFORNIA

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Drawing Title
CONCEPTUAL LANDSCAPE PLAN

Drawing No.
L1

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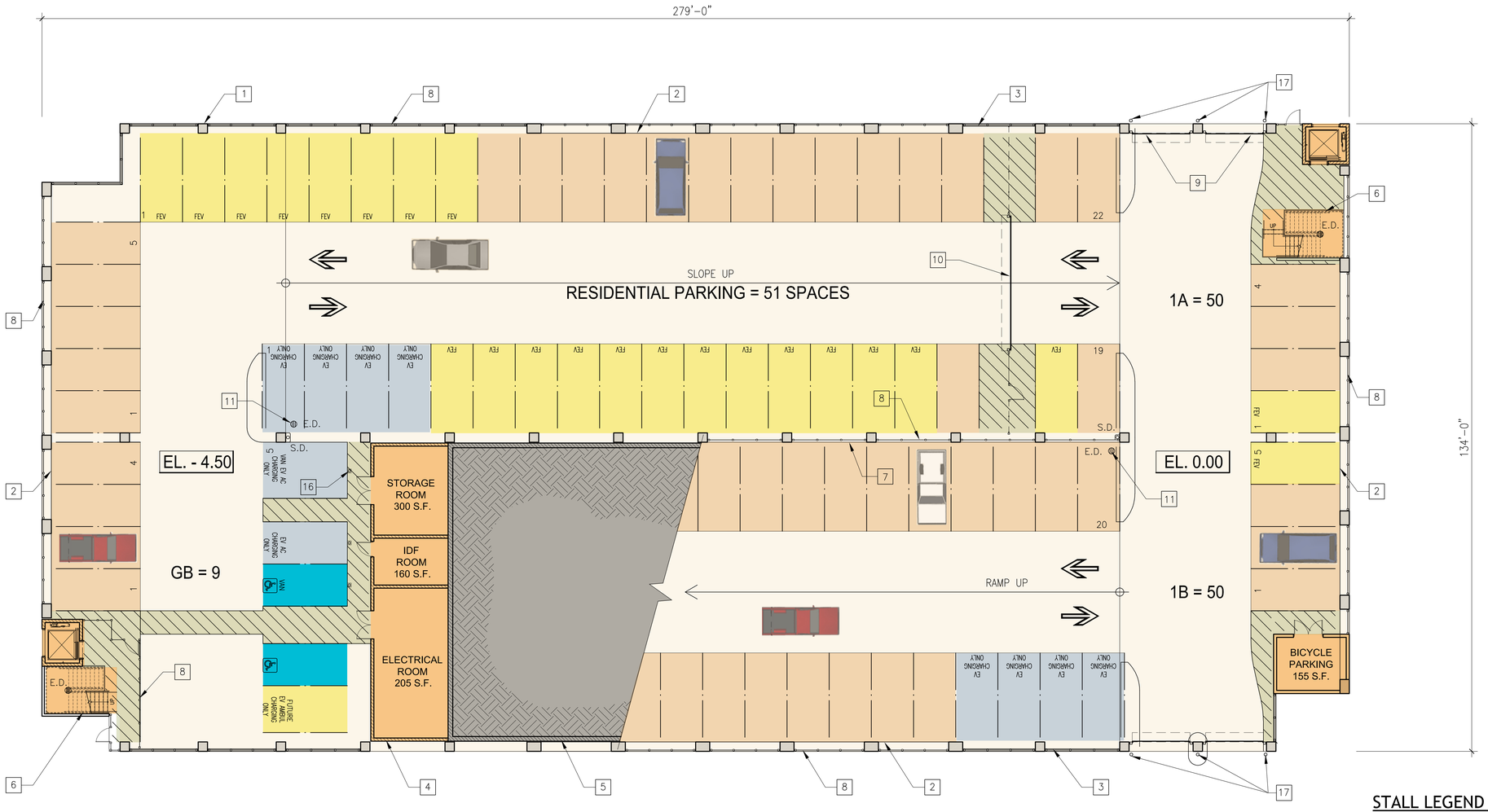

GROUND LEVEL FLOOR PLAN

SCALE: 3/32" = 1'-0"

STALL LEGEND

- STANDARD STALL 9'-0" X 19'-0"
- EV/ EVCS STALL 9'-0" X 19'-0"
- FUTURE EV STALL 9'-0" X 19'-0"
- ADA STALL 9'-0" X 18'-0"

0 10' 21' 32'

SCALE: 3/32"=1' - 0"

N

KEY NOTES:

1 CONCRETE COLUMN	3 CONCRETE SPANDREL	5 CMU RETAINING WALL	7 CABLE RAILING	9 SECURITY ROLL DOWN GRILLE	11 EMERGENCY DRAIN	13 TRENCH DRAIN	15 FUTURE EV CHARGING STATION (FEV) INFRASTRUCTURE ONLY	17 LIGHT BOLLARD
2 CONCRETE BEAM	4 CMU WALL	6 STEEL STAIR	8 SECURITY SCREEN SET IN STEEL FRAME	10 RESIDENTIAL ROLL DOWN GRILLE	12 AREA DRAIN	14 LINE OF CANOPY ABOVE	16 BOLLARD	

FONTANA
CALIFORNIA

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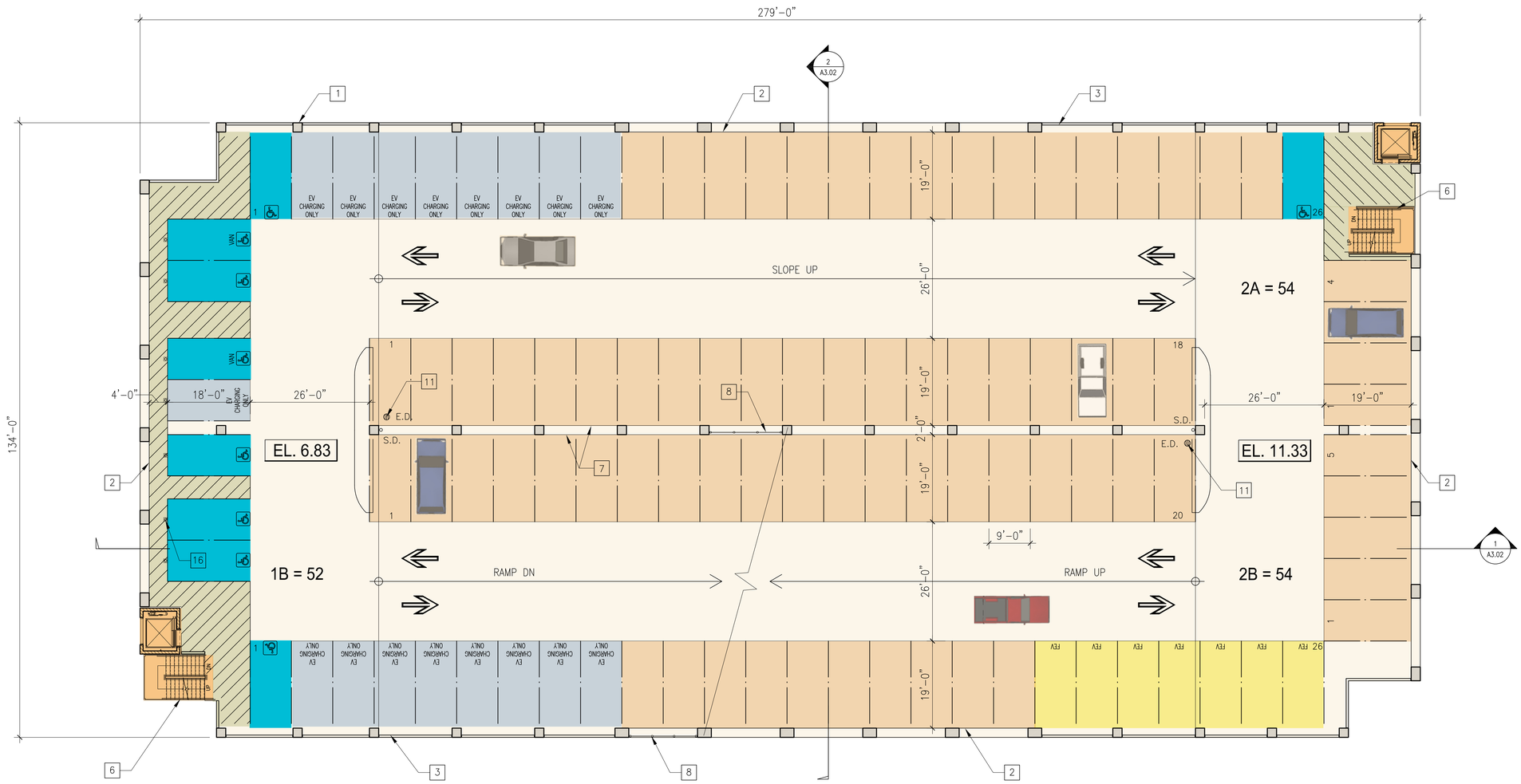
GROUND LEVEL FLOOR PLAN

Drawing No.
A2.01

IPD, Inc. 3/13/2025 11:41 AM OPTION 1.DWG



SECOND LEVEL FLOOR PLAN

SCALE: 3/32" = 1'-0"

0 10' 21' 32'

SCALE: 3/32"=1' - 0"

N

KEY NOTES:

1 CONCRETE COLUMN	3 CONCRETE SPANDREL	5 CMU RETAINING WALL	7 CABLE RAILING	9 SECURITY ROLL DOWN GRILLE	11 EMERGENCY DRAIN	13 TRENCH DRAIN	15 FUTURE EV CHARGING STATION (FEV) INFRASTRUCTURE ONLY
2 CONCRETE BEAM	4 CMU WALL	6 STEEL STAIR	8 SECURITY SCREEN SET IN STEEL FRAME	10 RESIDENTIAL ROLL DOWN GRILLE	12 AREA DRAIN	14 LINE OF CANOPY ABOVE	16 BOLLARD

FONTANA
CALIFORNIA

FONTANA DOWNTOWN WEST PARKING STRUCTURE
Fontana, California

General Contractor:
McCARTHY
20401 SW BIRCH ST.
NEWPORT BEACH, CA 92660

Architect:
IPD
Orange County
Oakland
Los Angeles
Architecture / Engineering / Consulting
www.ipd-global.com
2 South Pointe Dr., Suite 295, Lake Forest, CA 92630
Phone 949 595 8004 Fax 949 595 8011

Consultant:

AOR/EOR Stamp:

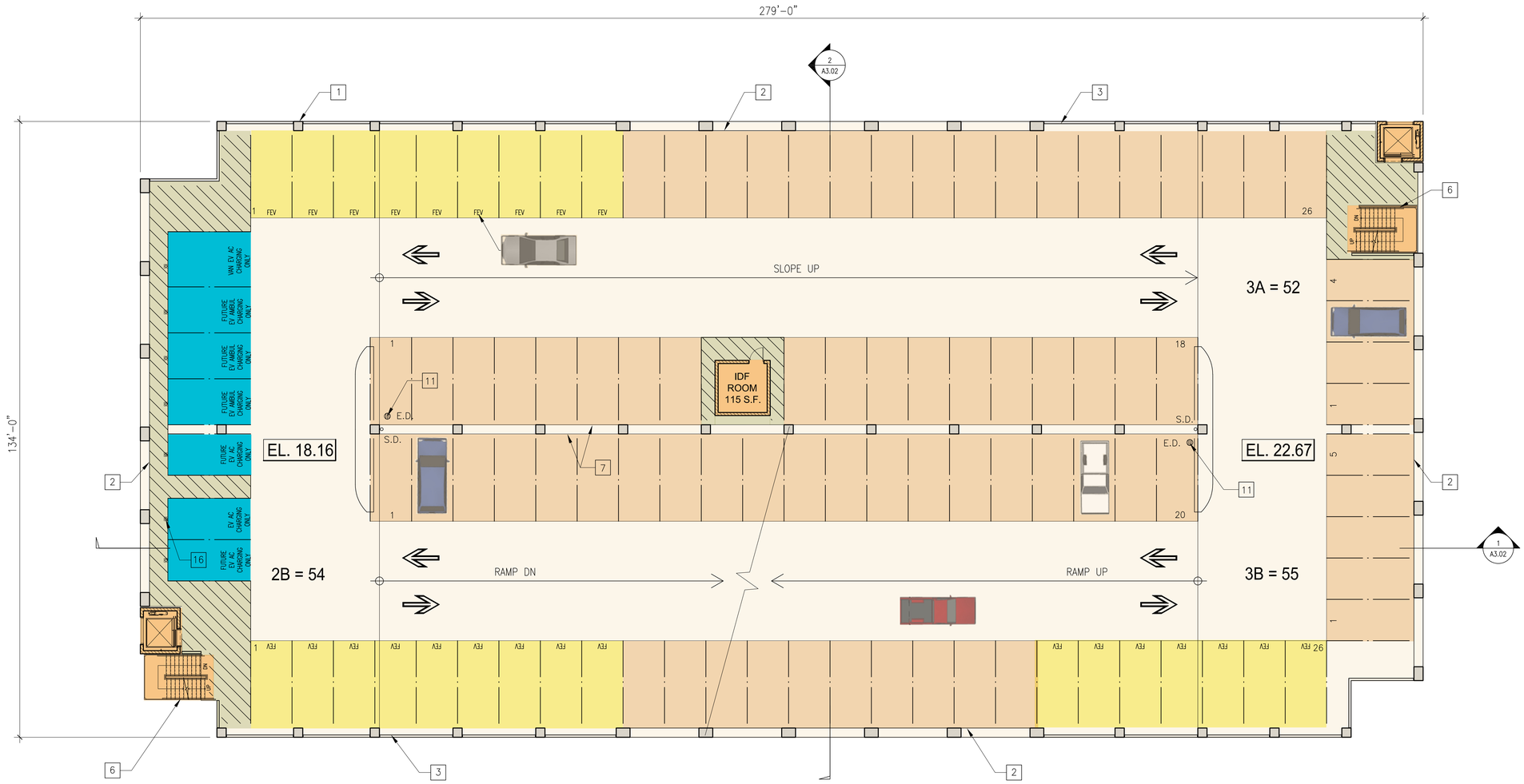
Revision	Date

Date	12/12/2024
IPD Job No.	24-999
Drawn By	
Checked By	
Scale	AS SHOWN

Drawing Title
SECOND LEVEL FLOOR PLAN

Drawing No.
A2.02

IPD, Inc. 12/11/2024 8:55 AM OPTION 1.DWG



THIRD LEVEL FLOOR PLAN

SCALE: 3/32" = 1'-0"

0 10' 21' 32'
SCALE: 3/32" = 1' - 0"

N

KEY NOTES:

1 CONCRETE COLUMN	3 CONCRETE SPANDREL	5 CMU RETAINING WALL	7 CABLE RAILING	9 SECURITY ROLL DOWN GRILLE	11 EMERGENCY DRAIN	13 TRENCH DRAIN	15 FUTURE EV CHARGING STATION (FEV) INFRASTRUCTURE ONLY
2 CONCRETE BEAM	4 CMU WALL	6 STEEL STAIR	8 SECURITY SCREEN SET IN STEEL FRAME	10 RESIDENTIAL ROLL DOWN GRILLE	12 AREA DRAIN	14 LINE OF CANOPY ABOVE	16 BOLLARD

FONTANA
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Consultant:

AOR/EOR Stamp:

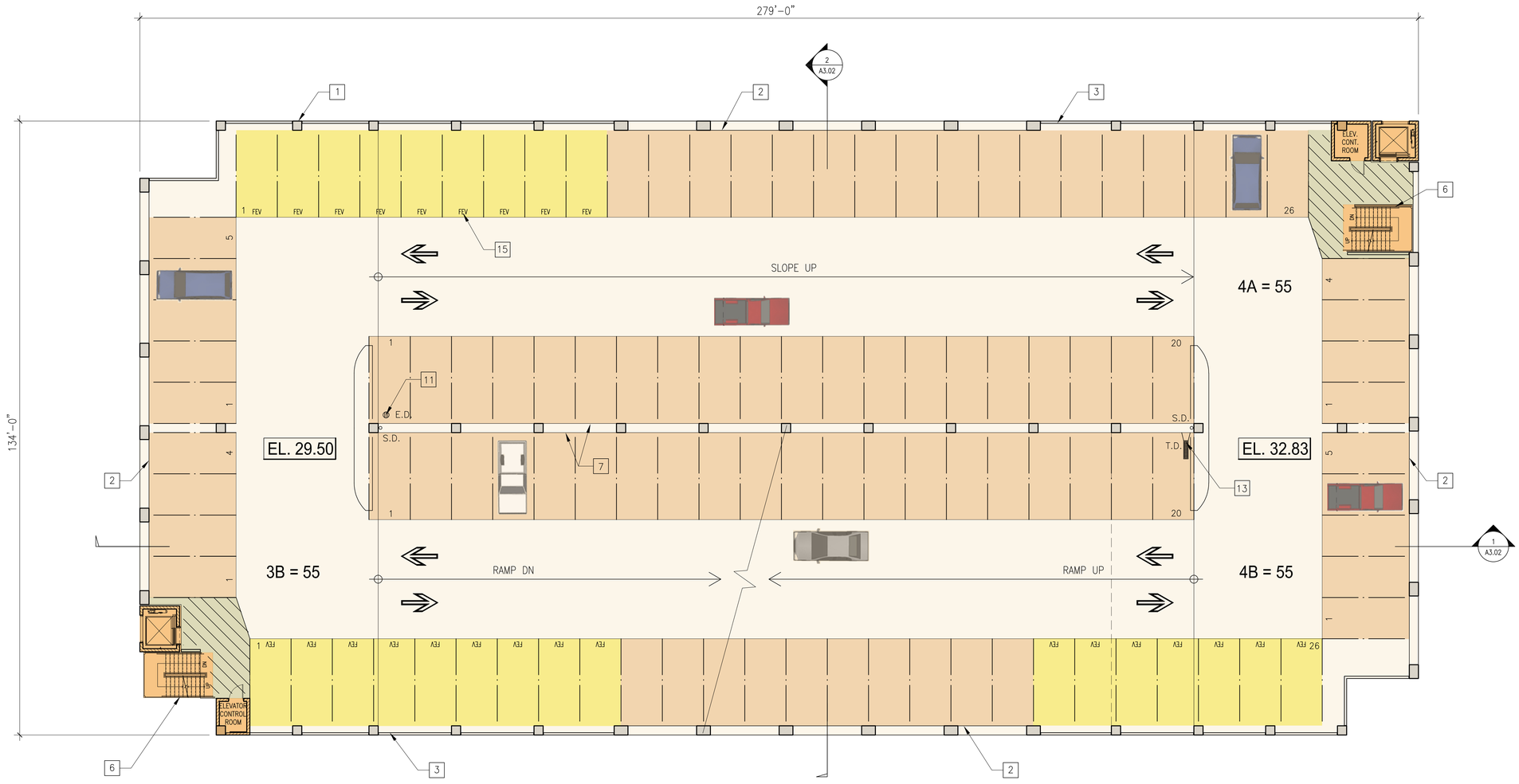
Revision	Date

Date	12/12/2024
IPD Job No.	24-999
Drawn By	
Checked By	
Scale	AS SHOWN

Drawing Title
THIRD LEVEL FLOOR PLAN

Drawing No.
A2.03

IPD, Inc. 12/11/2024 8:56 AM OPTION 1.DWG



FOURTH LEVEL FLOOR PLAN

SCALE: 3/32" = 1'-0"

0 10' 21' 32'

SCALE: 3/32"=1' - 0"

N

KEY NOTES:

1 CONCRETE COLUMN	3 CONCRETE SPANDREL	5 CMU RETAINING WALL	7 CABLE RAILING	9 SECURITY ROLL DOWN GRILLE	11 EMERGENCY DRAIN	13 TRENCH DRAIN	15 FUTURE EV CHARGING STATION (FEV) INFRASTRUCTURE ONLY
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FONTANA
CALIFORNIA

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Fontana, California

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Consultant:

AOR/EOR Stamp:

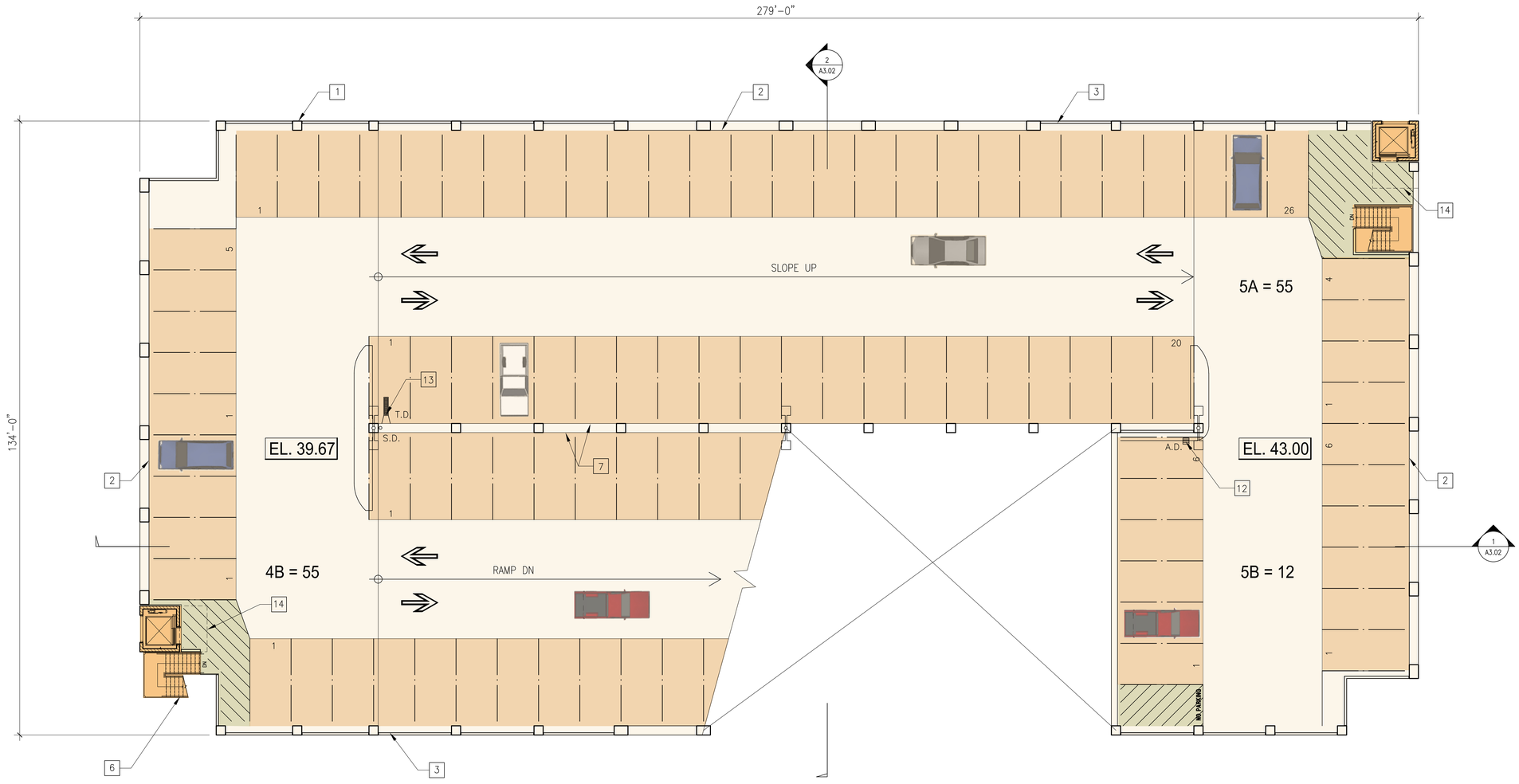
Revision	Date

Date	12/12/2024
IPD Job No.	24-999
Drawn By	
Checked By	
Scale	AS SHOWN

Drawing Title
FOURTH LEVEL FLOOR PLAN

Drawing No.
A2.04

IPD, Inc. 12/11/2024 8:56 AM OPTION 1.DWG



FIFTH (ROOF) LEVEL FLOOR PLAN

SCALE: 3/32" = 1'-0"

0 10' 21' 32'

SCALE: 3/32"=1' - 0"

N

KEY NOTES:

1 CONCRETE COLUMN	3 CONCRETE SPANDREL	5 CMU RETAINING WALL	7 CABLE RAILING	9 SECURITY ROLL DOWN GRILLE	11 EMERGENCY DRAIN	13 TRENCH DRAIN	15 FUTURE EV CHARGING STATION (FEV) INFRASTRUCTURE ONLY
2 CONCRETE BEAM	4 CMU WALL	6 STEEL STAIR	8 SECURITY SCREEN SET IN STEEL FRAME	10 RESIDENTIAL ROLL DOWN GRILLE	12 AREA DRAIN	14 LINE OF CANOPY ABOVE	16 BOLLARD

FONTANA
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FONTANA DOWNTOWN WEST PARKING STRUCTURE
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Architect:

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Phone 949 595 8004 Fax 949 595 8011

Consultant:

AOR/EOR Stamp:

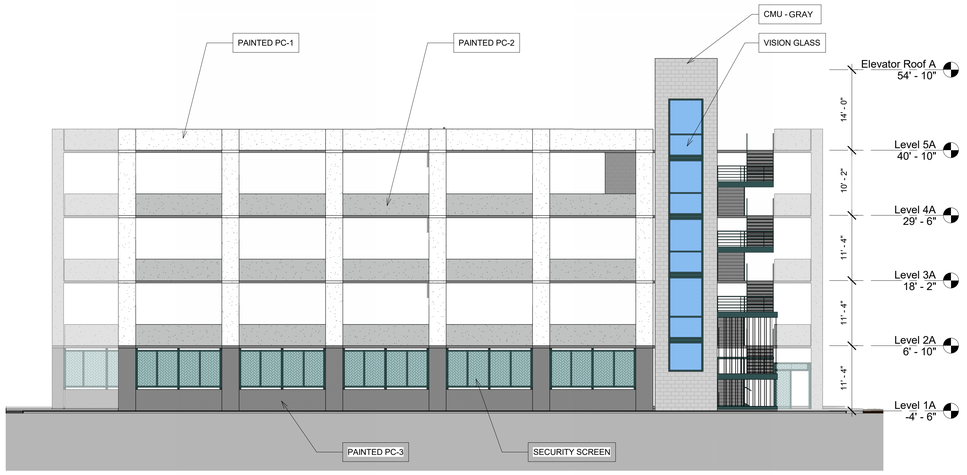
Revision	Date

Date	12/12/2024
IPD Job No.	24-999
Drawn By	
Checked By	
Scale	AS SHOWN

Drawing Title
FIFTH (ROOF) LEVEL FLOOR PLAN

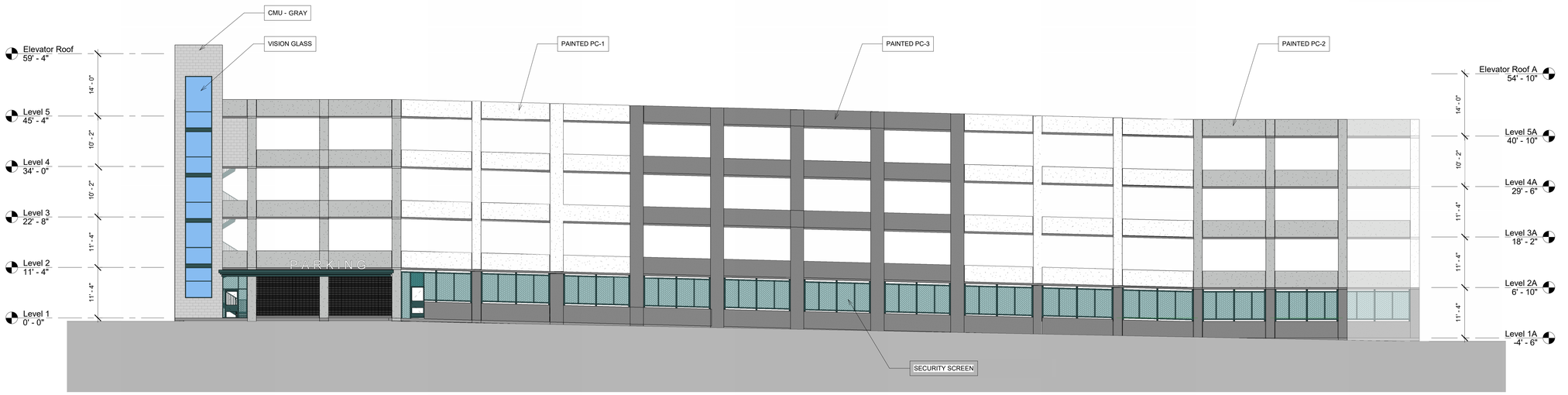
Drawing No.
A2.05

IPD, Inc. 12/11/2024 8:58 AM OPTION 1.DWG

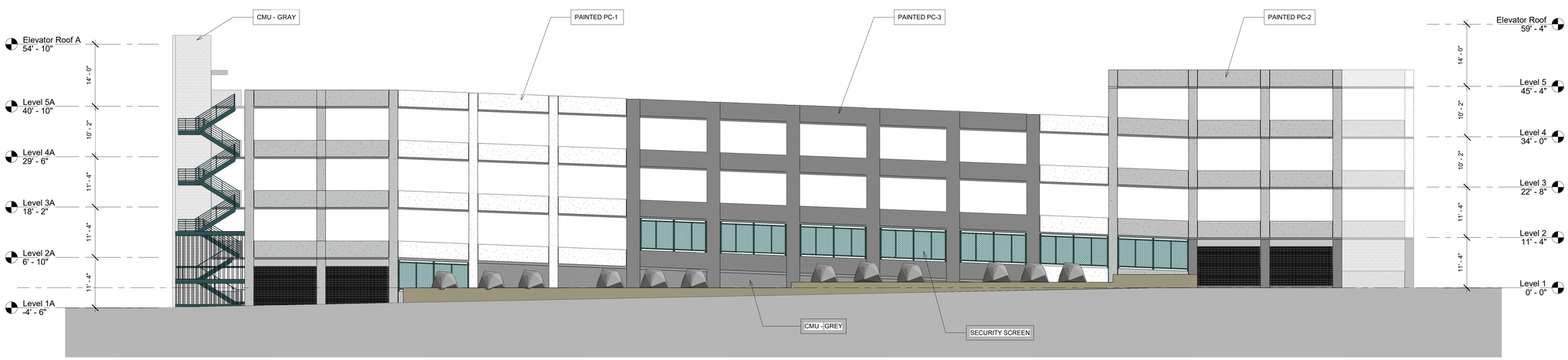


3 OVERALL SOUTH ELEVATION- BASE BID
3/32" = 1'-0"

4 OVERALL NORTH ELEVATION- BASE BID
3/32" = 1'-0"



2 OVERALL WEST ELEVATION - BASE BID
3/32" = 1'-0"



1 OVERALL EAST ELEVATION - BASE BID
3/32" = 1'-0"

IPD, Inc. 12/4/2024 10:30 AM OPTION 1.DWG

FONTANA
CALIFORNIA

FONTANA
DOWNTOWN WEST
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Consultant:

AOR/EOR Stamp:

Revision	Date

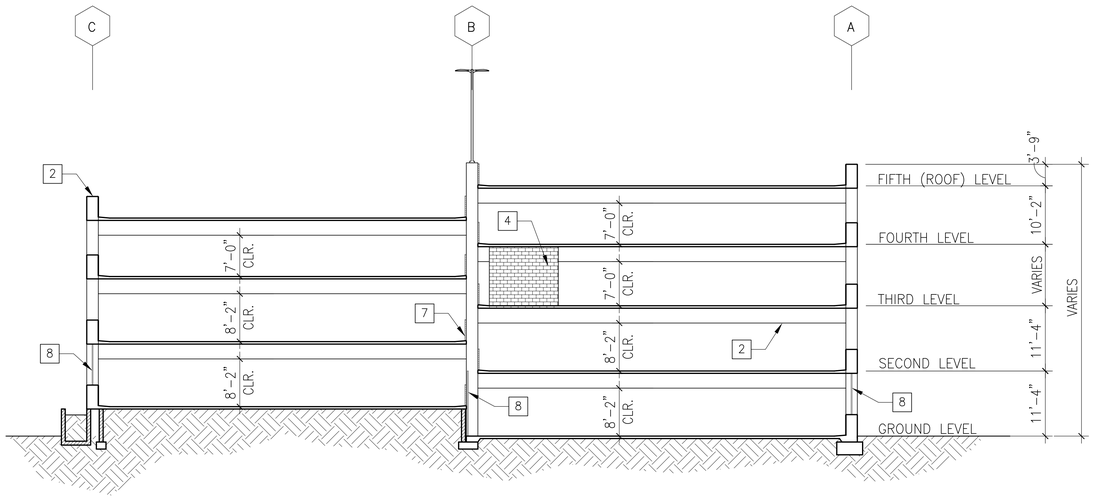
Date	12/12/2024
IPD Job No.	24-999
Drawn By	
Checked By	
Scale	AS SHOWN

Drawing Title

BUILDING ELEVATIONS

Drawing No.

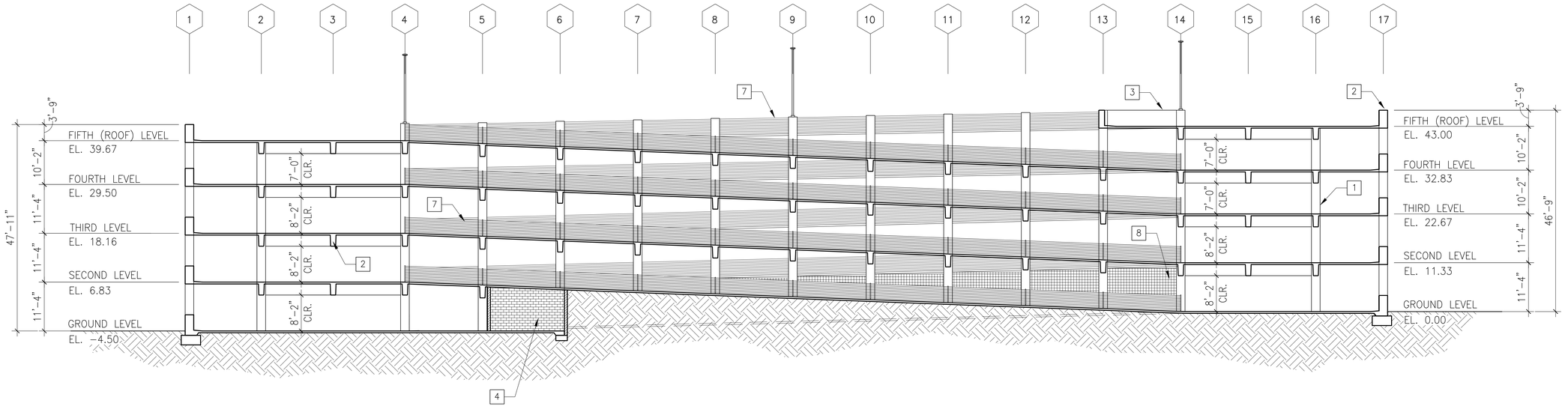
A3.01



BILDING SECTION

SCALE: 3/32" = 1'-0"

2



BILDING SECTION

SCALE: 3/32" = 1'-0"

1

0 10' 21' 32'

SCALE: 3/32"=1' - 0"

KEY NOTES:

1 CONCRETE COLUMN	3 CONCRETE SPANDREL	5 CMU RETAINING WALL	7 CABLE RAILING	9 SECURITY ROLL DOWN GRILLE	11 EMERGENCY DRAIN	13 TRENCH DRAIN	15 FUTURE EV CHARGING STATION (FEV) INFRASTRUCTURE ONLY
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AOR/EOR Stamp:

Revision	Date

Date	12/12/2024
IPD Job No.	24-999
Drawn By	
Checked By	
Scale	AS SHOWN

Drawing Title

BUILDING SECTIONS

Drawing No.

A3.02

IPD, Inc. 12/4/2024 4:29 PM OPTION 1.DWG

March 13, 2025

Mr. Christopher Smethurst - Senior Engineer
City of Fontana - 8353 Sierra Avenue – Fontana, CA 92335

Greetings Mr. Smethurst - Thank you for the opportunity to provide our response to the requested refinements to our design indicated in our December 12th, 2024 Request for Proposal submission.

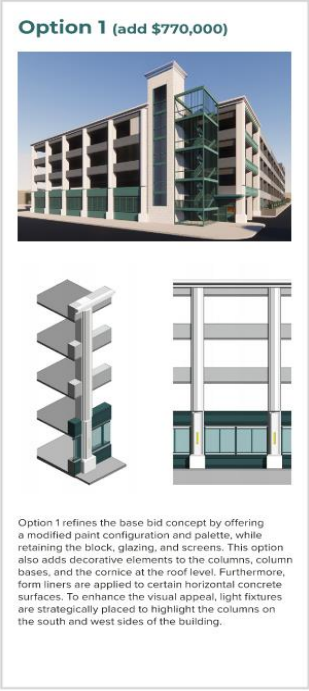
Items of Note

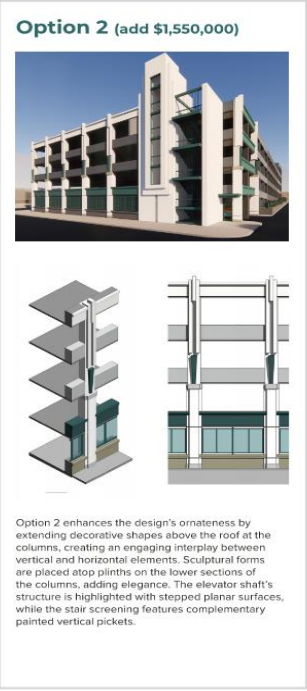
Base Bid – RFP Compliant Parking Structure	$16,933,083
Utility Allowance (Construction Costs for installation of new electrical service, relocation of existing electrical service for the traffic signal, and undergrounding of existing overhead utilities	$500,000
Total	**$17,433,083**

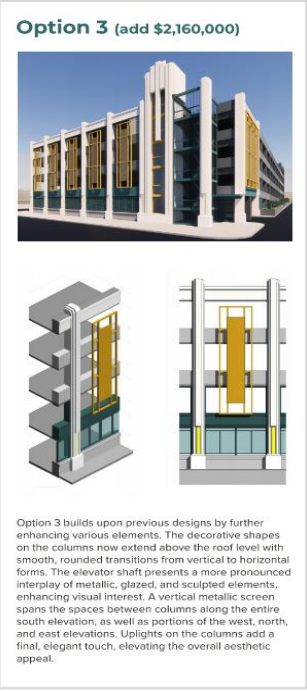
Prescribed Additive Alternate #1 - Parking Guidance System – Revised below	~~$350,000~~
Prescribed Additive Alternate #2 - 200 kWh/year Photovoltaic System	$810,000

Voluntary Enhancements (Add to Base Bid)

Façade Option #1	~~$770,000~~
Façade Option #2	~~$1,550,000~~
Façade Option #3	~~$2,160,000~~







Alternates – Optional A La Carte Items (Not Included in Base Bid)

Omit One Elevator (Rejected by the City)	~~Deduct -$500,000~~
Hydraulic Elevator in lieu of Machine Roomless Elevator (MRL)	Deduct -$95,000
Delete Valet Entrance and gain three parking stalls	~~Deduct -$32,000~~

Clarifications to the Prescribed and Optional Alternates

Prescribed Additive Alternate #1 - Parking Guidance System

The RFP called for "A camera based, single space detection, red light / green light / blue light PGS shall be included as an add-alternate to the design. Dynamic signage to be included with the add-alternate that identifies the quantity of available spaces per floor level. Signage to be provided in two locations: one at the northwest entry off Nuevo Avenue and the other at the northeast entry off the alley."

In response to discussions with the City to economize on this Prescribed Additive Alternate, we now propose a parking guidance system with a single dynamic sign mounted at the Nuevo Avenue ground level drive entrance indicating available spaces per level (levels 2 through 5) with no camera based single space detection. The new not to exceed cost for this revised system: Add $155,000

Delete Valet Entrance

In response to discussions with the City to revise the design and to economize on project cost, the southeast drive entrance has been removed. This change saves the aforementioned cost but does not gain additional parking stalls. The new description of the Optional Alternate is now:

Delete Southeast Entrance Deduct -$32,000

Additional Clarification

In response to discussions with the City to revise the design and to economize on project cost, the Bicycle Storage Room within the Ground Level Secured Parking area has been removed. This revision removes a single hollow metal door and approximately 170 square feet of concrete masonry unit wall Deduct -$5,000

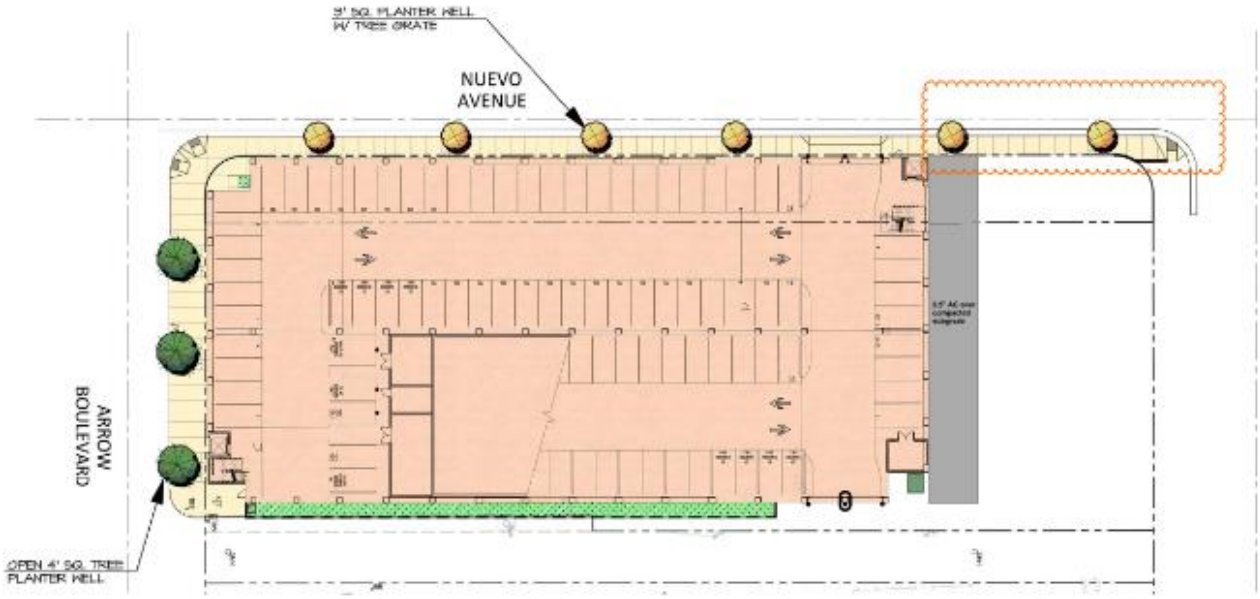
Requested Refinements

Façade Design - **Option #4** Add $1,795,000

- Column articulation - including added areas on the north and east sides of the structure
- Sconce uplights in gold color
- Refined elevator towers with EIFS cladding, glazing, metal panels, & burnished masonry
- Decorative security screens at the ground level
- Optional canopies over the elevator lobbies and stairs Add $185,000

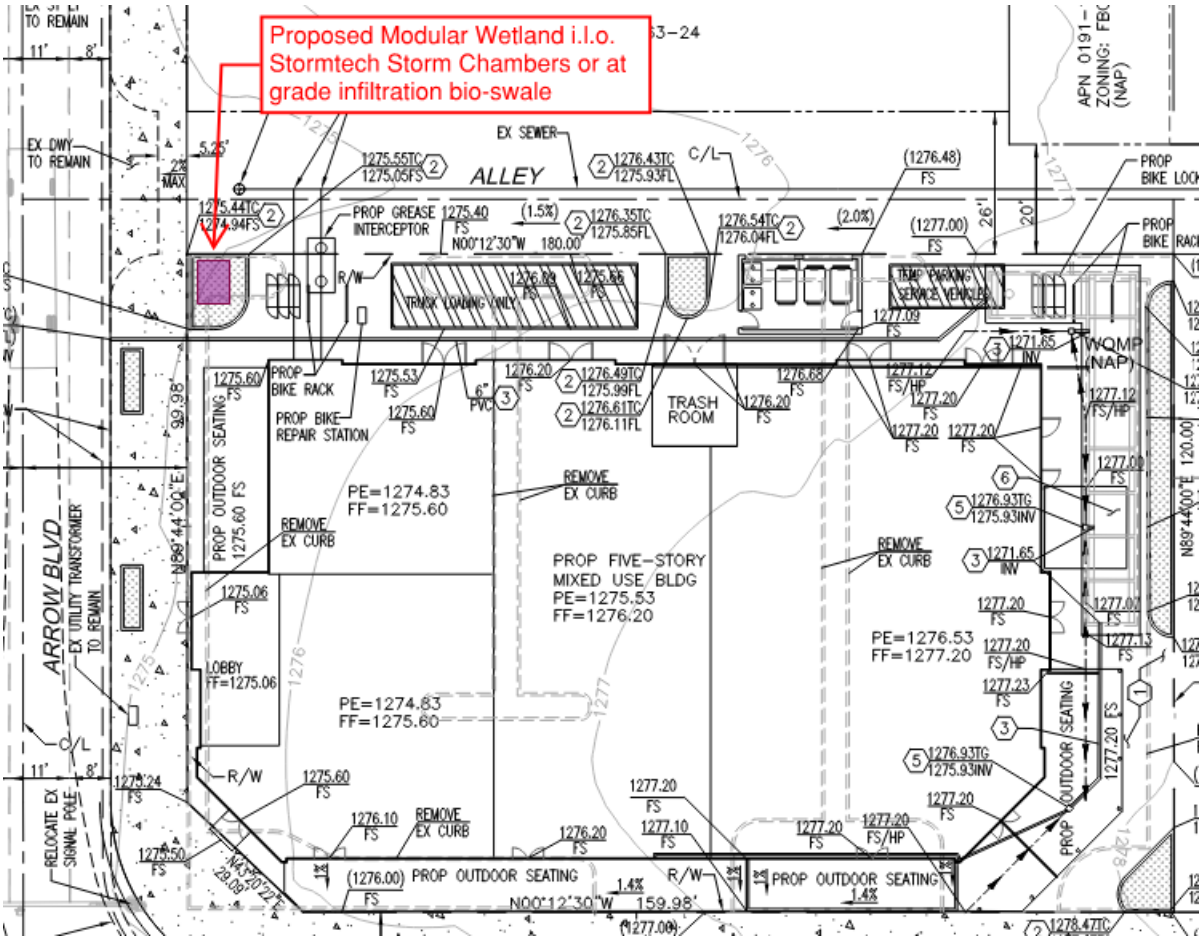
Nuevo Avenue - Added sidewalk, curb & gutter beyond the project limit of work Add $195,000

- Civil and Landscape design
- Demolition and removal of existing pavement, curb & gutter
- Grading for new pavement, curb & gutter and ADA ramp
- Installation of sidewalk, curb & gutter and ADA ramp
- Street trees per the City approved tree list
- Pole light per the transmitted standard
- AC paving grind and overlay per City of Fontana Construction Standard 1008



Sky Plaza Water Quality Management Plan Included

- Proposed Modular Wetland on the southwest corner of the Sky Plaza parcel.
- This proposed approach includes furnishing and installing the Modular Wetland unit – 8 feet long x 6 feet wide x 6 feet deep – treating a Detained Cubic Volume of 2,641 cubic feet
- It does not include the storm drainage piping within and around the perimeter of the proposed retail / commercial / residential building



ChargePoint Electric Vehicle Service Equipment (EVSE) Add $106,500

- In lieu of Eaton Green Motion Building Pro included in the RFP response

Summary of Costs

Base Bid – RFP Compliant Parking Structure		$16,933,083
Prescribed Additive Alternate #2 - 200 kWh/year Photovoltaic System	Add	$810,000
Parking Guidance System - available spaces per level (levels 2 through 5)	Add	$155,000
Hydraulic Elevator in lieu of Machine Roomless Elevator (MRL)	Deduct	-$95,000
Delete Southeast Entrance	Deduct	-$32,000
Delete Bicycle Storage Room within the Ground Level Secured Parking area	Deduct	-$5,000
Façade Design - Option #4	Add	$1,795,000
Add canopies over the elevator lobbies and stairs	Add	$185,000
Nuevo Avenue - Added sidewalk, curb & gutter beyond the project limit of work	Add	$195,000
ChargePoint Electric Vehicle Service Equipment (EVSE)	Add	$106,500
	Subtotal	**$20,047,583**
Utility Allowance (Construction Costs for installation of new electrical service, relocation of existing electrical service for the traffic signal, and undergrounding of existing overhead utilities		$500,000
	Total	**$20,547,583**

Additional Scope for the City's Consideration

Color Changing Uplights – Custom color tuning with controller	Add	$56,250
Security Cameras per the transmitted Bluebeam markup – 2 added per floor	Add	$68,750
	Total	**$20,672,583**

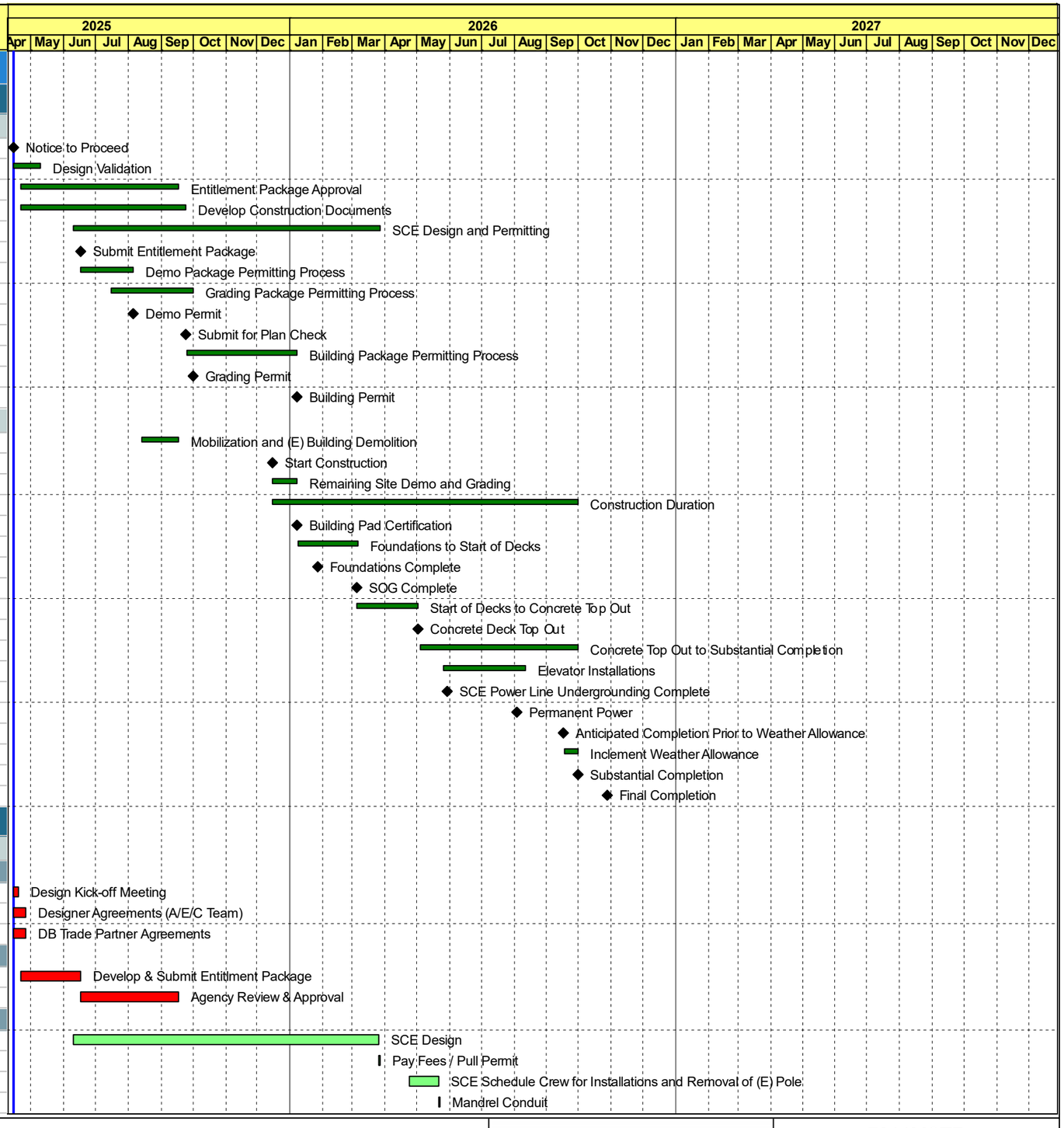
Thanks again to you and the City for being good partners in this period of refinement.

We appreciate the open, honest and timely communication.

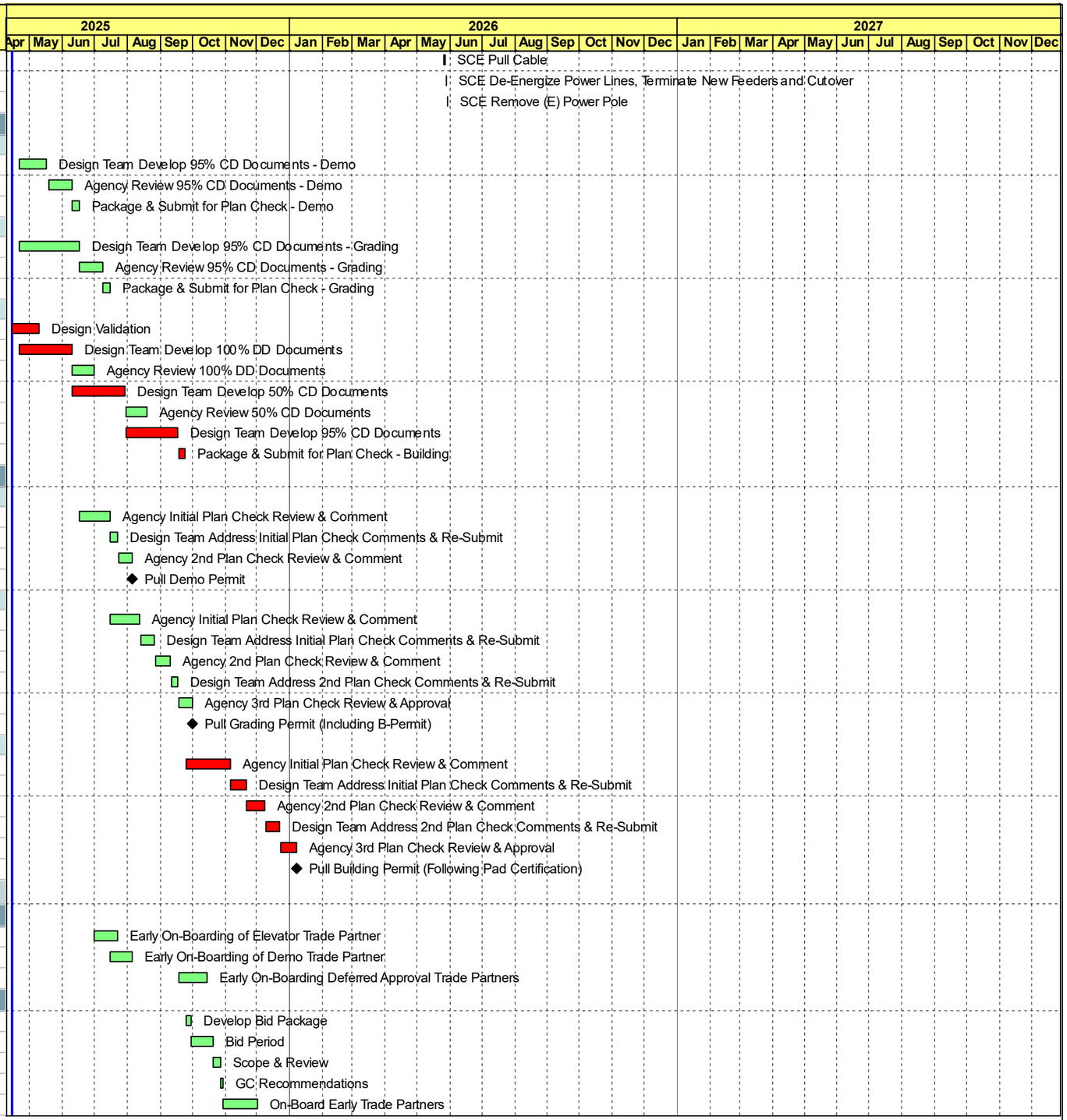
Please feel free to contact us with any questions.

Eric Halverson – Project Director – McCarthy Building Companies
Brent Newby – Senior Preconstruction Director – McCarthy Building Companies

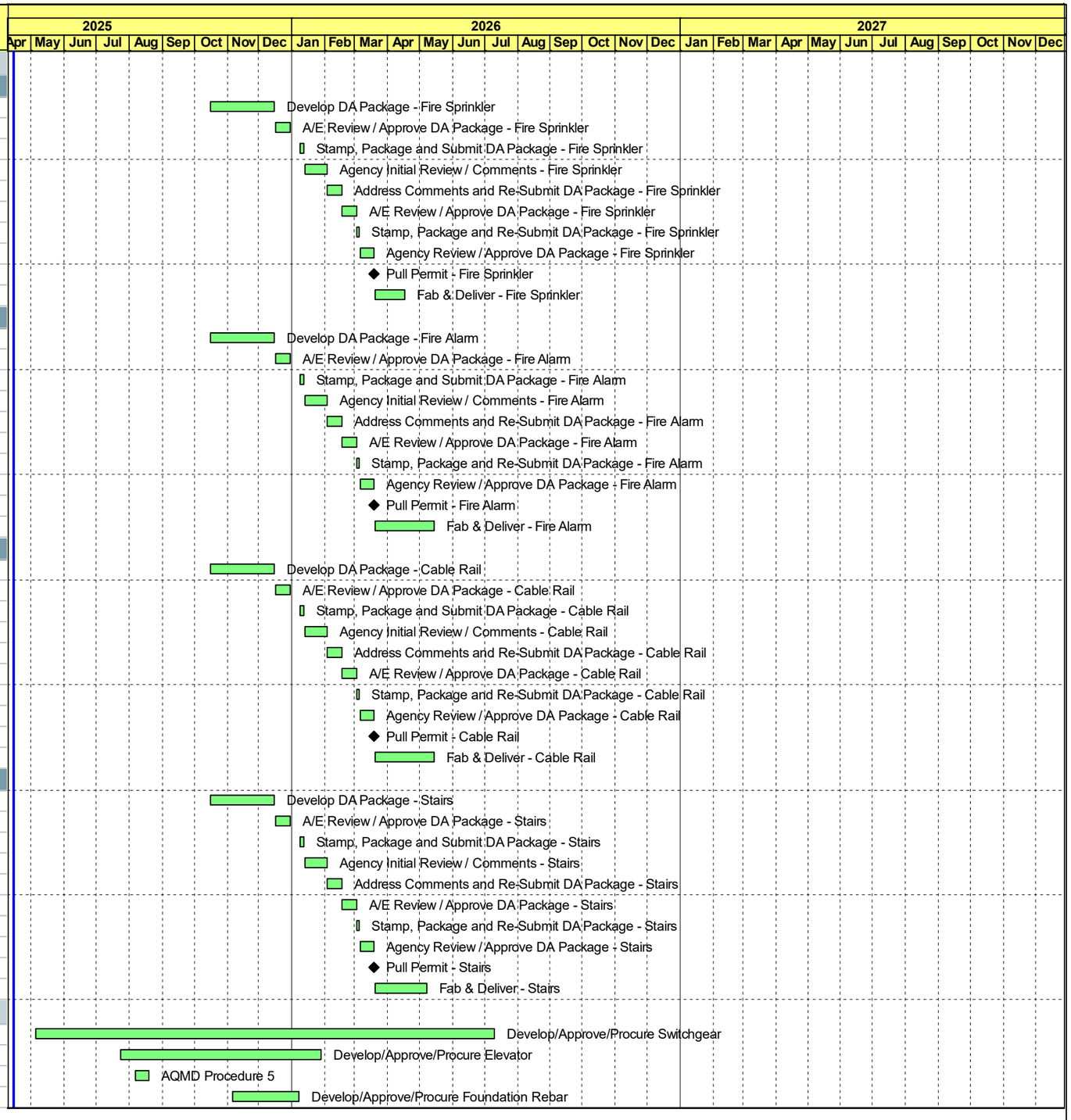
Activity ID	Activity Name	Orig Dur	Start	Finish
City of Fontana Downtown West Parking Structure				
Overall Project Summary				
Precon Summary				
MILE-115	Notice to Proceed	0	14-Apr-25	
SUM-115	Design Validation	20	14-Apr-25	09-May-25
SUM-155	Entitlement Package Approval	105	21-Apr-25	17-Sep-25
SUM-125	Develop Construction Documents	110	21-Apr-25	24-Sep-25
SUM-165	SCE Design and Permitting	201	10-Jun-25	26-Mar-26
MILE-245	Submit Entitlement Package	0		16-Jun-25
SUM-265	Demo Package Permitting Process	35	17-Jun-25	05-Aug-25
SUM-135	Grading Package Permitting Process	55	16-Jul-25	01-Oct-25
MILE-285	Demo Permit	0		05-Aug-25
MILE-125	Submit for Plan Check	0		24-Sep-25
SUM-145	Building Package Permitting Process	70	25-Sep-25	07-Jan-26
MILE-135	Grading Permit	0		01-Oct-25
MILE-145	Building Permit	0		07-Jan-26
Construction Summary				
SUM-175	Mobilization and (E) Building Demolition	25	13-Aug-25	17-Sep-25
MILE-255	Start Construction	0	15-Dec-25	
SUM-245	Remaining Site Demo and Grading	16	15-Dec-25	07-Jan-26
SUM-235	Construction Duration	203	15-Dec-25	30-Sep-26
MILE-155	Building Pad Certification	0		07-Jan-26
SUM-185	Foundations to Start of Decks	42	08-Jan-26	06-Mar-26
MILE-165	Foundations Complete	0		27-Jan-26
MILE-175	SOG Complete	0		04-Mar-26
SUM-195	Start of Decks to Concrete Top Out	42	05-Mar-26	01-May-26
MILE-185	Concrete Deck Top Out	0		01-May-26
SUM-205	Concrete Top Out to Substantial Completion	105	04-May-26	30-Sep-26
SUM-215	Elevator Installations	55	26-May-26	11-Aug-26
MILE-235	SCE Power Line Undergrounding Complete	0		29-May-26
MILE-195	Permanent Power	0		03-Aug-26
MILE-205	Anticipated Completion Prior to Weather Allowance	0		16-Sep-26
SUM-225	Inclement Weather Allowance	10	17-Sep-26	30-Sep-26
MILE-215	Substantial Completion	0		30-Sep-26
MILE-225	Final Completion	0		28-Oct-26
Preconstruction				
Design & Permitting				
Design Kick-off				
KO-115	Design Kick-off Meeting	5	14-Apr-25	18-Apr-25
KO-125	Designer Agreements (A/E/C Team)	10	14-Apr-25	25-Apr-25
KO-135	DB Trade Partner Agreements	10	14-Apr-25	25-Apr-25
Entitlement				
ENT-115	Develop & Submit Entitlment Package	40	21-Apr-25	16-Jun-25
ENT-125	Agency Review & Approval	65	17-Jun-25	17-Sep-25
SCE Power Line Undergrounding				
SCE-115	SCE Design	200	10-Jun-25	25-Mar-26
SCE-125	Pay Fees / Pull Permit	1	26-Mar-26	26-Mar-26
SCE-135	SCE Schedule Crew for Installations and Removal of (E) Pole	20	24-Apr-26	21-May-26
SCE-145	Mandrel Conduit	1	22-May-26	22-May-26



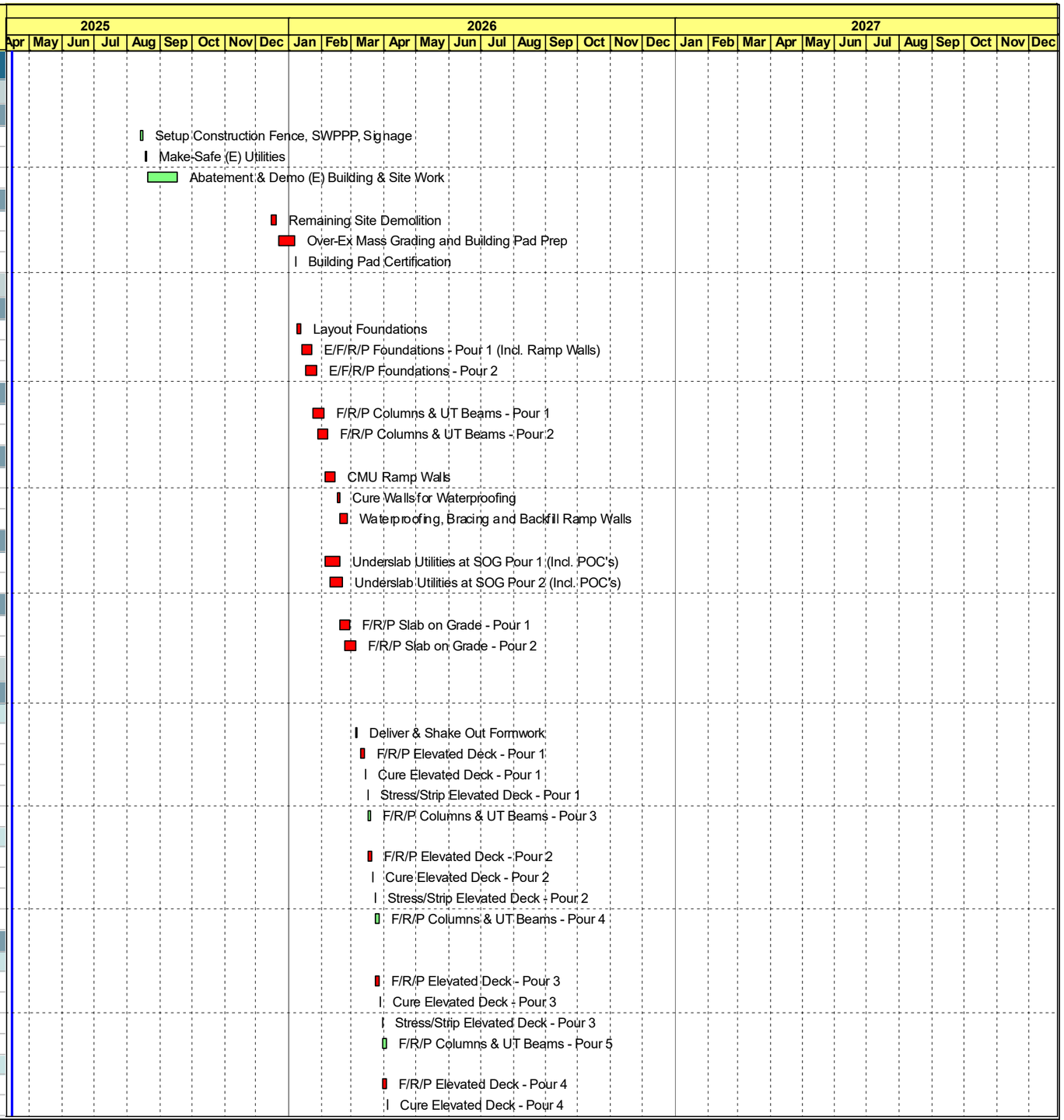
Activity ID	Activity Name	Orig Dur	Start	Finish
SCE-155	SCE Pull Cable	2	26-May-26	27-May-26
SCE-165	SCE De-Energize Power Lines, Terminate New Feeders and Cutover	1	28-May-26	28-May-26
SCE-175	SCE Remove (E) Power Pole	1	29-May-26	29-May-26
Design				
Demo				
D-185	Design Team Develop 95% CD Documents - Demo	20	21-Apr-25	16-May-25
D-195	Agency Review 95% CD Documents - Demo	15	19-May-25	09-Jun-25
D-205	Package & Submit for Plan Check - Demo	5	10-Jun-25	16-Jun-25
Grading				
D-215	Design Team Develop 95% CD Documents - Grading	40	21-Apr-25	16-Jun-25
D-225	Agency Review 95% CD Documents - Grading	15	17-Jun-25	08-Jul-25
D-235	Package & Submit for Plan Check - Grading	5	09-Jul-25	15-Jul-25
Building				
D-115	Design Validation	20	14-Apr-25	09-May-25
D-125	Design Team Develop 100% DD Documents	35	21-Apr-25	09-Jun-25
D-135	Agency Review 100% DD Documents	15	10-Jun-25	30-Jun-25
D-145	Design Team Develop 50% CD Documents	35	10-Jun-25	29-Jul-25
D-155	Agency Review 50% CD Documents	15	30-Jul-25	19-Aug-25
D-165	Design Team Develop 95% CD Documents	35	30-Jul-25	17-Sep-25
D-175	Package & Submit for Plan Check - Building	5	18-Sep-25	24-Sep-25
Permitting				
Demo Permit				
PERM-D-115	Agency Initial Plan Check Review & Comment	20	17-Jun-25	15-Jul-25
PERM-D-125	Design Team Address Initial Plan Check Comments & Re-Submit	5	16-Jul-25	22-Jul-25
PERM-D-135	Agency 2nd Plan Check Review & Comment	10	23-Jul-25	05-Aug-25
PERM-D-165	Pull Demo Permit	0		05-Aug-25
Grading Permit				
PERM-G-115	Agency Initial Plan Check Review & Comment	20	16-Jul-25	12-Aug-25
PERM-G-125	Design Team Address Initial Plan Check Comments & Re-Submit	10	13-Aug-25	26-Aug-25
PERM-G-135	Agency 2nd Plan Check Review & Comment	10	27-Aug-25	10-Sep-25
PERM-G-145	Design Team Address 2nd Plan Check Comments & Re-Submit	5	11-Sep-25	17-Sep-25
PERM-G-155	Agency 3rd Plan Check Review & Approval	10	18-Sep-25	01-Oct-25
PERM-G-165	Pull Grading Permit (Including B-Permit)	0		01-Oct-25
Building Permit				
PERM-B-115	Agency Initial Plan Check Review & Comment	30	25-Sep-25	05-Nov-25
PERM-B-125	Design Team Address Initial Plan Check Comments & Re-Submit	10	06-Nov-25	20-Nov-25
PERM-B-135	Agency 2nd Plan Check Review & Comment	10	21-Nov-25	08-Dec-25
PERM-B-145	Design Team Address 2nd Plan Check Comments & Re-Submit	10	09-Dec-25	22-Dec-25
PERM-B-155	Agency 3rd Plan Check Review & Approval	10	23-Dec-25	07-Jan-26
PERM-B-165	Pull Building Permit (Following Pad Certification)	0		07-Jan-26
Buyout & On-Boarding				
Early On-Boarding				
BO-185	Early On-Boarding of Elevator Trade Partner	15	01-Jul-25	22-Jul-25
BO-175	Early On-Boarding of Demo Trade Partner	15	16-Jul-25	05-Aug-25
BO-195	Early On-Boarding Deferred Approval Trade Partners	20	18-Sep-25	15-Oct-25
Remaining Trades				
BO-125	Develop Bid Package	3	25-Sep-25	29-Sep-25
BO-135	Bid Period	15	30-Sep-25	20-Oct-25
BO-145	Scope & Review	5	21-Oct-25	27-Oct-25
BO-155	GC Recommendations	2	28-Oct-25	29-Oct-25
BO-165	On-Board Early Trade Partners	20	30-Oct-25	01-Dec-25



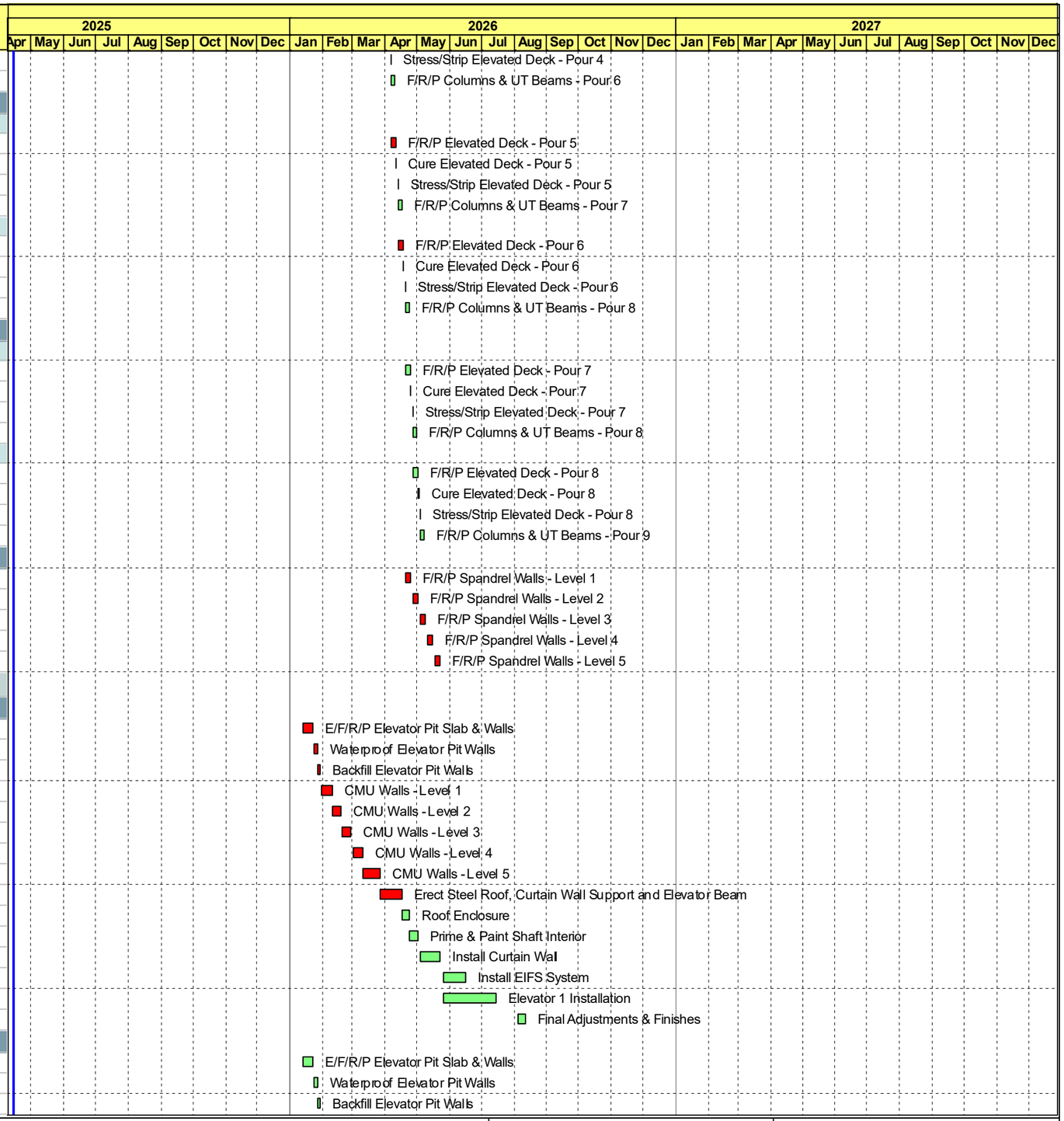
Activity ID	Activity Name	Orig Dur	Start	Finish
Deferred Approvals				
Fire Sprinkler				
DA01-115	Develop DA Package - Fire Sprinkler	40	16-Oct-25	15-Dec-25
DA01-125	A/E Review / Approve DA Package - Fire Sprinkler	10	16-Dec-25	30-Dec-25
DA01-135	Stamp, Package and Submit DA Package - Fire Sprinkler	3	08-Jan-26	12-Jan-26
DA01-145	Agency Initial Review / Comments - Fire Sprinkler	15	13-Jan-26	02-Feb-26
DA01-155	Address Comments and Re-Submit DA Package - Fire Sprinkler	10	03-Feb-26	16-Feb-26
DA01-165	A/E Review / Approve DA Package - Fire Sprinkler	10	17-Feb-26	02-Mar-26
DA01-175	Stamp, Package and Re-Submit DA Package - Fire Sprinkler	3	03-Mar-26	05-Mar-26
DA01-185	Agency Review / Approve DA Package - Fire Sprinkler	10	06-Mar-26	19-Mar-26
DA01-195	Pull Permit - Fire Sprinkler	0		19-Mar-26
DA01-205	Fab & Deliver - Fire Sprinkler	20	20-Mar-26	16-Apr-26
Fire Alarm				
DA02-115	Develop DA Package - Fire Alarm	40	16-Oct-25	15-Dec-25
DA02-125	A/E Review / Approve DA Package - Fire Alarm	10	16-Dec-25	30-Dec-25
DA02-135	Stamp, Package and Submit DA Package - Fire Alarm	3	08-Jan-26	12-Jan-26
DA02-145	Agency Initial Review / Comments - Fire Alarm	15	13-Jan-26	02-Feb-26
DA02-155	Address Comments and Re-Submit DA Package - Fire Alarm	10	03-Feb-26	16-Feb-26
DA02-165	A/E Review / Approve DA Package - Fire Alarm	10	17-Feb-26	02-Mar-26
DA02-175	Stamp, Package and Re-Submit DA Package - Fire Alarm	3	03-Mar-26	05-Mar-26
DA02-185	Agency Review / Approve DA Package - Fire Alarm	10	06-Mar-26	19-Mar-26
DA02-195	Pull Permit - Fire Alarm	0		19-Mar-26
DA02-205	Fab & Deliver - Fire Alarm	40	20-Mar-26	14-May-26
Cable Rail				
DA03-115	Develop DA Package - Cable Rail	40	16-Oct-25	15-Dec-25
DA03-125	A/E Review / Approve DA Package - Cable Rail	10	16-Dec-25	30-Dec-25
DA03-135	Stamp, Package and Submit DA Package - Cable Rail	3	08-Jan-26	12-Jan-26
DA03-145	Agency Initial Review / Comments - Cable Rail	15	13-Jan-26	02-Feb-26
DA03-155	Address Comments and Re-Submit DA Package - Cable Rail	10	03-Feb-26	16-Feb-26
DA03-165	A/E Review / Approve DA Package - Cable Rail	10	17-Feb-26	02-Mar-26
DA03-175	Stamp, Package and Re-Submit DA Package - Cable Rail	3	03-Mar-26	05-Mar-26
DA03-185	Agency Review / Approve DA Package - Cable Rail	10	06-Mar-26	19-Mar-26
DA03-195	Pull Permit - Cable Rail	0		19-Mar-26
DA03-205	Fab & Deliver - Cable Rail	40	20-Mar-26	14-May-26
Stairs				
DA04-115	Develop DA Package - Stairs	40	16-Oct-25	15-Dec-25
DA04-125	A/E Review / Approve DA Package - Stairs	10	16-Dec-25	30-Dec-25
DA04-135	Stamp, Package and Submit DA Package - Stairs	3	08-Jan-26	12-Jan-26
DA04-145	Agency Initial Review / Comments - Stairs	15	13-Jan-26	02-Feb-26
DA04-155	Address Comments and Re-Submit DA Package - Stairs	10	03-Feb-26	16-Feb-26
DA04-165	A/E Review / Approve DA Package - Stairs	10	17-Feb-26	02-Mar-26
DA04-175	Stamp, Package and Re-Submit DA Package - Stairs	3	03-Mar-26	05-Mar-26
DA04-185	Agency Review / Approve DA Package - Stairs	10	06-Mar-26	19-Mar-26
DA04-195	Pull Permit - Stairs	0		19-Mar-26
DA04-205	Fab & Deliver - Stairs	35	20-Mar-26	07-May-26
Submittals & Long Lead Procurement				
PROC-115	Develop/Approve/Procure Switchgear	300	05-May-25	10-Jul-26
PROC-135	Develop/Approve/Procure Elevator	130	23-Jul-25	28-Jan-26
PROC-145	AQMD Procedure 5	10	06-Aug-25	19-Aug-25
PROC-125	Develop/Approve/Procure Foundation Rebar	40	06-Nov-25	07-Jan-26



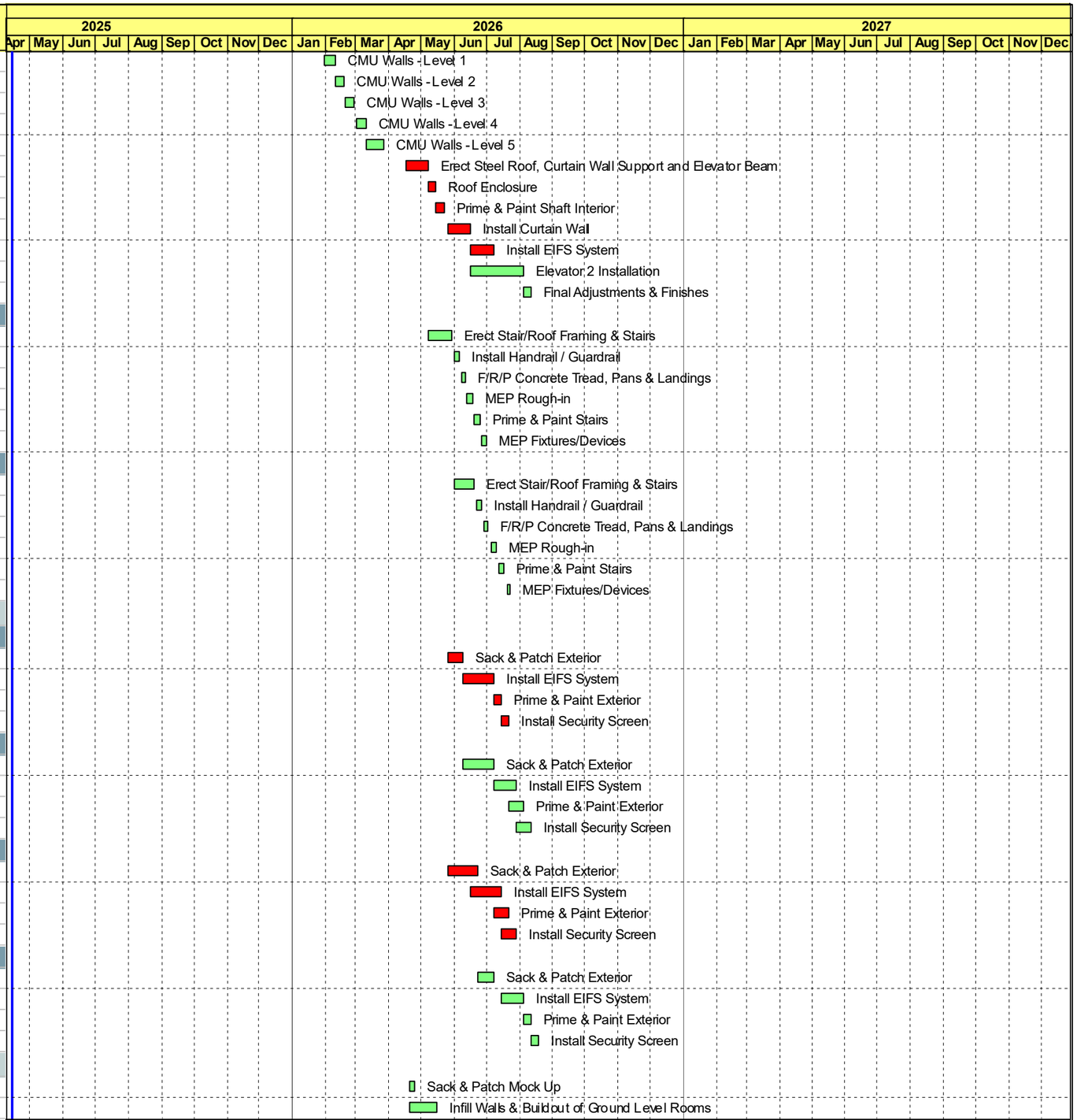
Activity ID	Activity Name	Orig Dur	Start	Finish
Construction				
Mobilization & Site Prep				
Site Setup & Building Demolition				
SMR-115	Setup Construction Fence, SWPPP, Signage	3	13-Aug-25	15-Aug-25
SMR-125	Make-Safe (E) Utilities	2	18-Aug-25	19-Aug-25
SMR-135	Abatement & Demo (E) Building & Site Work	20	20-Aug-25	17-Sep-25
Site Demolition and Earthwork				
SMR-165	Remaining Site Demolition	5	15-Dec-25	19-Dec-25
SMR-145	Over-Ex Mass Grading and Building Pad Prep	10	22-Dec-25	06-Jan-26
SMR-155	Building Pad Certification	1	07-Jan-26	07-Jan-26
Substructure				
Foundations				
FND-115	Layout Foundations	3	08-Jan-26	12-Jan-26
FND-125	E/F/R/P Foundations - Pour 1 (Incl. Ramp Walls)	8	13-Jan-26	22-Jan-26
FND-135	E/F/R/P Foundations - Pour 2	8	16-Jan-26	27-Jan-26
Ground Level Walls & Columns				
VERT-115	F/R/P Columns & UT Beams - Pour 1	8	23-Jan-26	03-Feb-26
VERT-125	F/R/P Columns & UT Beams - Pour 2	8	28-Jan-26	06-Feb-26
Ramp Walls				
RAMP-115	CMU Ramp Walls	8	04-Feb-26	13-Feb-26
RAMP-125	Cure Walls for Waterproofing	2	16-Feb-26	17-Feb-26
RAMP-135	Waterproofing, Bracing and Backfill Ramp Walls	6	18-Feb-26	25-Feb-26
Underslab Utilities				
UG-115	Underslab Utilities at SOG Pour 1 (Incl. POC's)	10	04-Feb-26	17-Feb-26
UG-125	Underslab Utilities at SOG Pour 2 (Incl. POC's)	10	09-Feb-26	20-Feb-26
Slab on Grade				
SOG-115	F/R/P Slab on Grade - Pour 1	8	18-Feb-26	27-Feb-26
SOG-125	F/R/P Slab on Grade - Pour 2	8	23-Feb-26	04-Mar-26
Superstructure				
Level 2 Elevated Decks				
Pour 1				
DECKS-L2-115	Deliver & Shake Out Formwork	2	05-Mar-26	06-Mar-26
DECKS-L2-125	F/R/P Elevated Deck - Pour 1	5	09-Mar-26	13-Mar-26
DECKS-L2-135	Cure Elevated Deck - Pour 1	1	14-Mar-26	14-Mar-26
DECKS-L2-145	Stress/Strip Elevated Deck - Pour 1	1	16-Mar-26	16-Mar-26
DECKS-L2-165	F/R/P Columns & UT Beams - Pour 3	4	16-Mar-26	19-Mar-26
Pour 2				
DECKS-L2-155	F/R/P Elevated Deck - Pour 2	5	16-Mar-26	20-Mar-26
DECKS-L2-175	Cure Elevated Deck - Pour 2	1	21-Mar-26	21-Mar-26
DECKS-L2-185	Stress/Strip Elevated Deck - Pour 2	1	23-Mar-26	23-Mar-26
DECKS-L2-195	F/R/P Columns & UT Beams - Pour 4	4	23-Mar-26	26-Mar-26
Level 3 Elevated Decks				
Pour 3				
DECKS-L3-115	F/R/P Elevated Deck - Pour 3	5	23-Mar-26	27-Mar-26
DECKS-L3-125	Cure Elevated Deck - Pour 3	1	28-Mar-26	28-Mar-26
DECKS-L3-135	Stress/Strip Elevated Deck - Pour 3	1	30-Mar-26	30-Mar-26
DECKS-L3-155	F/R/P Columns & UT Beams - Pour 5	4	30-Mar-26	02-Apr-26
Pour 4				
DECKS-L3-145	F/R/P Elevated Deck - Pour 4	5	30-Mar-26	03-Apr-26
DECKS-L3-165	Cure Elevated Deck - Pour 4	1	04-Apr-26	04-Apr-26



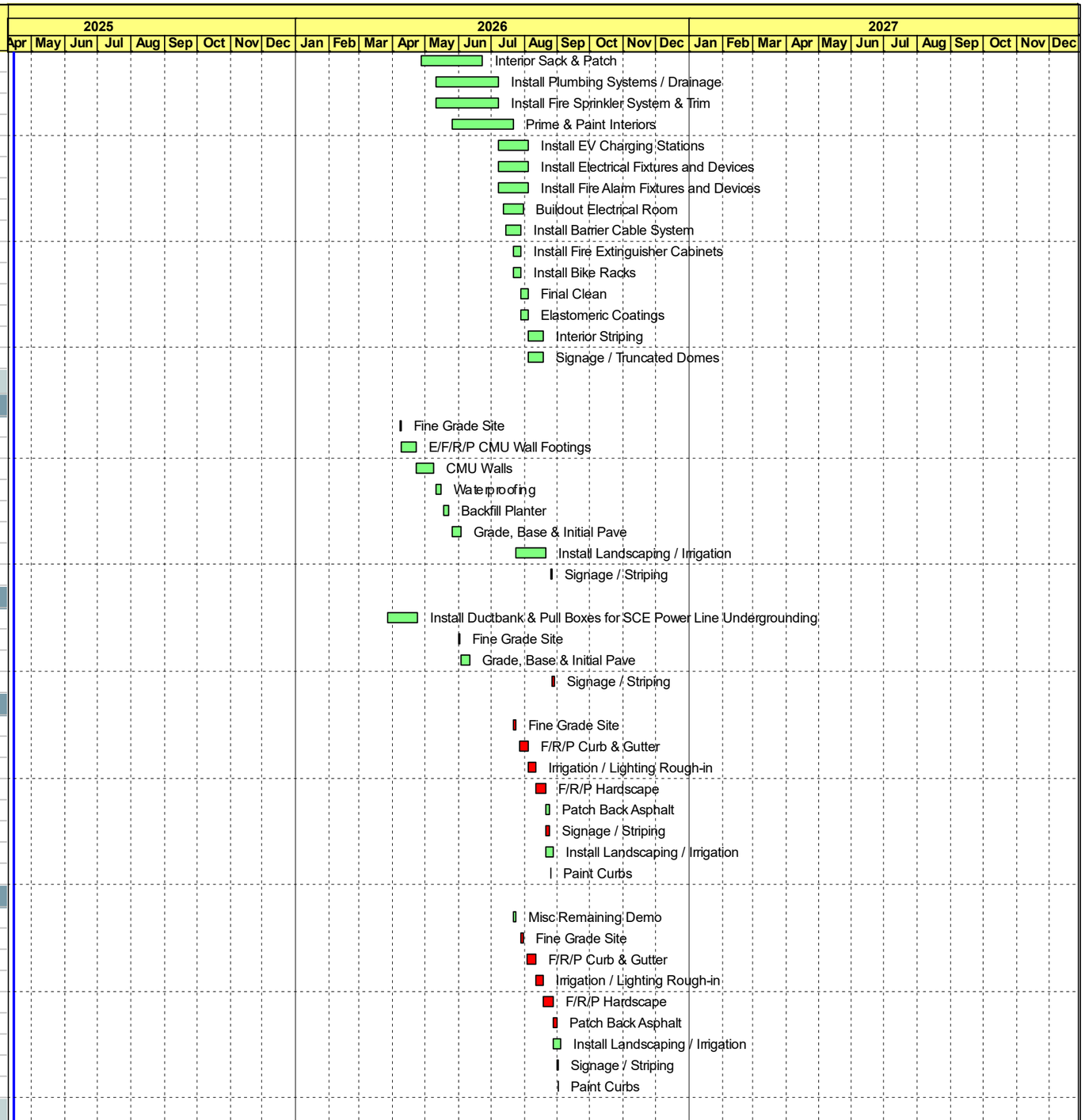
Activity ID	Activity Name	Orig Dur	Start	Finish
DECKS-L3-175	Stress/Strip Elevated Deck - Pour 4	1	06-Apr-26	06-Apr-26
DECKS-L3-185	F/R/P Columns & UT Beams - Pour 6	4	06-Apr-26	09-Apr-26
Level 4 Elevated Decks				
Pour 5				
DECKS-L4-115	F/R/P Elevated Deck - Pour 5	5	06-Apr-26	10-Apr-26
DECKS-L4-125	Cure Elevated Deck - Pour 5	1	11-Apr-26	11-Apr-26
DECKS-L4-135	Stress/Strip Elevated Deck - Pour 5	1	13-Apr-26	13-Apr-26
DECKS-L4-155	F/R/P Columns & UT Beams - Pour 7	4	13-Apr-26	16-Apr-26
Pour 6				
DECKS-L4-145	F/R/P Elevated Deck - Pour 6	5	13-Apr-26	17-Apr-26
DECKS-L4-165	Cure Elevated Deck - Pour 6	1	18-Apr-26	18-Apr-26
DECKS-L4-175	Stress/Strip Elevated Deck - Pour 6	1	20-Apr-26	20-Apr-26
DECKS-L4-185	F/R/P Columns & UT Beams - Pour 8	4	20-Apr-26	23-Apr-26
Level 5 Elevated Decks				
Pour 7				
DECKS-L5-115	F/R/P Elevated Deck - Pour 7	5	20-Apr-26	24-Apr-26
DECKS-L5-125	Cure Elevated Deck - Pour 7	1	25-Apr-26	25-Apr-26
DECKS-L5-135	Stress/Strip Elevated Deck - Pour 7	1	27-Apr-26	27-Apr-26
DECKS-L5-155	F/R/P Columns & UT Beams - Pour 8	4	27-Apr-26	30-Apr-26
Pour 8				
DECKS-L5-145	F/R/P Elevated Deck - Pour 8	5	27-Apr-26	01-May-26
DECKS-L5-165	Cure Elevated Deck - Pour 8	1	02-May-26	02-May-26
DECKS-L5-175	Stress/Strip Elevated Deck - Pour 8	1	04-May-26	04-May-26
DECKS-L5-185	F/R/P Columns & UT Beams - Pour 9	4	04-May-26	07-May-26
Spandrel Walls				
SPAN-115	F/R/P Spandrel Walls - Level 1	5	20-Apr-26	24-Apr-26
SPAN-125	F/R/P Spandrel Walls - Level 2	5	27-Apr-26	01-May-26
SPAN-135	F/R/P Spandrel Walls - Level 3	5	04-May-26	08-May-26
SPAN-145	F/R/P Spandrel Walls - Level 4	5	11-May-26	15-May-26
SPAN-155	F/R/P Spandrel Walls - Level 5	5	18-May-26	22-May-26
Elevators & Stairs				
Elevator 1				
ELEV1-115	E/F/R/P Elevator Pit Slab & Walls	8	13-Jan-26	22-Jan-26
ELEV1-125	Waterproof Elevator Pit Walls	2	23-Jan-26	26-Jan-26
ELEV1-135	Backfill Elevator Pit Walls	3	27-Jan-26	29-Jan-26
ELEV1-145	CMU Walls - Level 1	7	30-Jan-26	09-Feb-26
ELEV1-155	CMU Walls - Level 2	7	10-Feb-26	18-Feb-26
ELEV1-165	CMU Walls - Level 3	7	19-Feb-26	27-Feb-26
ELEV1-175	CMU Walls - Level 4	7	02-Mar-26	10-Mar-26
ELEV1-185	CMU Walls - Level 5	12	11-Mar-26	26-Mar-26
ELEV1-195	Erect Steel Roof, Curtain Wall Support and Elevator Beam	15	27-Mar-26	16-Apr-26
ELEV1-205	Roof Enclosure	5	17-Apr-26	23-Apr-26
ELEV1-215	Prime & Paint Shaft Interior	6	24-Apr-26	01-May-26
ELEV1-225	Install Curtain Wal	15	04-May-26	22-May-26
ELEV1-255	Install EIFS System	15	26-May-26	15-Jun-26
ELEV1-235	Elevator 1 Installation	35	26-May-26	14-Jul-26
ELEV1-245	Final Adjustments & Finishes	5	05-Aug-26	11-Aug-26
Elevator 2				
ELEV2-115	E/F/R/P Elevator Pit Slab & Walls	8	13-Jan-26	22-Jan-26
ELEV2-125	Waterproof Elevator Pit Walls	2	23-Jan-26	26-Jan-26
ELEV2-135	Backfill Elevator Pit Walls	3	27-Jan-26	29-Jan-26



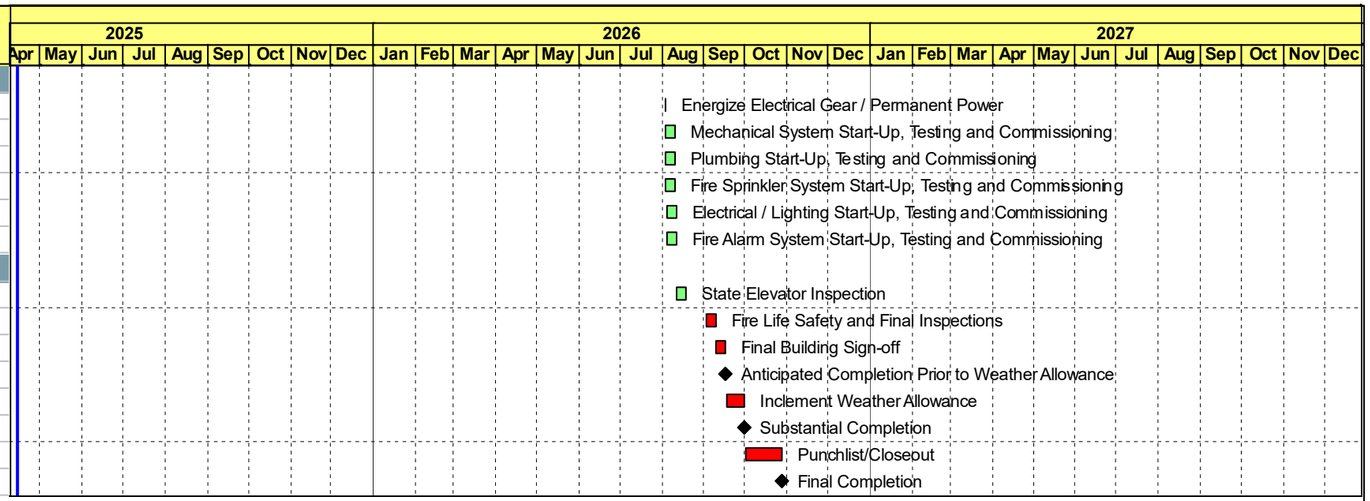
Activity ID	Activity Name	Orig Dur	Start	Finish
ELEV2-145	CMU Walls - Level 1	7	30-Jan-26	09-Feb-26
ELEV2-155	CMU Walls - Level 2	7	10-Feb-26	18-Feb-26
ELEV2-165	CMU Walls - Level 3	7	19-Feb-26	27-Feb-26
ELEV2-175	CMU Walls - Level 4	7	02-Mar-26	10-Mar-26
ELEV2-185	CMU Walls - Level 5	12	11-Mar-26	26-Mar-26
ELEV2-195	Erect Steel Roof, Curtain Wall Support and Elevator Beam	15	17-Apr-26	07-May-26
ELEV2-205	Roof Enclosure	5	08-May-26	14-May-26
ELEV2-215	Prime & Paint Shaft Interior	6	15-May-26	22-May-26
ELEV2-225	Install Curtain Wal	15	26-May-26	15-Jun-26
ELEV2-255	Install EIFS System	15	16-Jun-26	07-Jul-26
ELEV2-235	Elevator 2 Installation	35	16-Jun-26	04-Aug-26
ELEV2-245	Final Adjustments & Finishes	5	05-Aug-26	11-Aug-26
Stair 1				
STR1-115	Erect Stair/Roof Framing & Stairs	15	08-May-26	29-May-26
STR1-125	Install Handrail / Guardrail	5	01-Jun-26	05-Jun-26
STR1-135	F/R/P Concrete Tread, Pans & Landings	4	08-Jun-26	11-Jun-26
STR1-145	MEP Rough-in	5	12-Jun-26	18-Jun-26
STR1-155	Prime & Paint Stairs	5	19-Jun-26	25-Jun-26
STR1-165	MEP Fixtures/Devices	3	26-Jun-26	30-Jun-26
Stair 2				
STR2-115	Erect Stair/Roof Framing & Stairs	15	01-Jun-26	19-Jun-26
STR2-125	Install Handrail / Guardrail	5	22-Jun-26	26-Jun-26
STR2-135	F/R/P Concrete Tread, Pans & Landings	4	29-Jun-26	02-Jul-26
STR2-145	MEP Rough-in	5	06-Jul-26	10-Jul-26
STR2-155	Prime & Paint Stairs	5	13-Jul-26	17-Jul-26
STR2-165	MEP Fixtures/Devices	3	20-Jul-26	22-Jul-26
Exterior Facade				
South Elevation				
EXT-S-115	Sack & Patch Exterior	10	26-May-26	08-Jun-26
EXT-S-125	Install EIFS System	20	09-Jun-26	07-Jul-26
EXT-S-145	Prime & Paint Exterior	5	08-Jul-26	14-Jul-26
EXT-S-165	Install Security Screen	5	15-Jul-26	21-Jul-26
East Elevation				
EXT-E-115	Sack & Patch Exterior	20	09-Jun-26	07-Jul-26
EXT-E-125	Install EIFS System	15	08-Jul-26	28-Jul-26
EXT-E-135	Prime & Paint Exterior	10	22-Jul-26	04-Aug-26
EXT-E-145	Install Security Screen	10	29-Jul-26	11-Aug-26
West Elevation				
EXT-W-115	Sack & Patch Exterior	20	26-May-26	22-Jun-26
EXT-W-125	Install EIFS System	20	16-Jun-26	14-Jul-26
EXT-W-145	Prime & Paint Exterior	10	08-Jul-26	21-Jul-26
EXT-W-165	Install Security Screen	10	15-Jul-26	28-Jul-26
North Elevation				
EXT-N-115	Sack & Patch Exterior	10	23-Jun-26	07-Jul-26
EXT-N-125	Install EIFS System	15	15-Jul-26	04-Aug-26
EXT-N-135	Prime & Paint Exterior	5	05-Aug-26	11-Aug-26
EXT-N-145	Install Security Screen	5	12-Aug-26	18-Aug-26
Interior Systems & Finishes				
INT-115	Sack & Patch Mock Up	5	20-Apr-26	24-Apr-26
INT-125	Infill Walls & Buildout of Ground Level Rooms	20	20-Apr-26	15-May-26



Activity ID	Activity Name	Orig Dur	Start	Finish
INT-135	Interior Sack & Patch	40	27-Apr-26	22-Jun-26
INT-145	Install Plumbing Systems / Drainage	40	11-May-26	07-Jul-26
INT-155	Install Fire Sprinkler System & Trim	40	11-May-26	07-Jul-26
INT-157	Prime & Paint Interiors	40	26-May-26	21-Jul-26
INT-165	Install EV Charging Stations	20	08-Jul-26	04-Aug-26
INT-175	Install Electrical Fixtures and Devices	20	08-Jul-26	04-Aug-26
INT-185	Install Fire Alarm Fixtures and Devices	20	08-Jul-26	04-Aug-26
INT-265	Buildout Electrical Room	15	13-Jul-26	31-Jul-26
INT-195	Install Barrier Cable System	10	15-Jul-26	28-Jul-26
INT-205	Install Fire Extinguisher Cabinets	5	22-Jul-26	28-Jul-26
INT-215	Install Bike Racks	5	22-Jul-26	28-Jul-26
INT-225	Final Clean	5	29-Jul-26	04-Aug-26
INT-235	Elastomeric Coatings	5	29-Jul-26	04-Aug-26
INT-245	Interior Striping	10	05-Aug-26	18-Aug-26
INT-255	Signage / Truncated Domes	10	05-Aug-26	18-Aug-26
Finish Site Work				
East Site				
SITE-E-115	Fine Grade Site	2	07-Apr-26	08-Apr-26
SITE-E-125	E/F/R/P CMU Wall Footings	10	09-Apr-26	22-Apr-26
SITE-E-135	CMU Walls	12	23-Apr-26	08-May-26
SITE-E-145	Waterproofing	5	11-May-26	15-May-26
SITE-E-155	Backfill Planter	5	18-May-26	22-May-26
SITE-E-175	Grade, Base & Initial Pave	7	26-May-26	03-Jun-26
SITE-E-165	Install Landscaping / Irrigation	20	24-Jul-26	20-Aug-26
SITE-E-185	Signage / Striping	2	25-Aug-26	26-Aug-26
North Site				
SITE-N-115	Install Ductbank & Pull Boxes for SCE Power Line Undergrounding	20	27-Mar-26	23-Apr-26
SITE-N-125	Fine Grade Site	2	01-Jun-26	02-Jun-26
SITE-N-135	Grade, Base & Initial Pave	7	03-Jun-26	11-Jun-26
SITE-N-145	Signage / Striping	2	27-Aug-26	28-Aug-26
South Site				
SITE-S-115	Fine Grade Site	3	22-Jul-26	24-Jul-26
SITE-S-125	F/R/P Curb & Gutter	7	27-Jul-26	04-Aug-26
SITE-S-135	Irrigation / Lighting Rough-in	5	05-Aug-26	11-Aug-26
SITE-S-145	F/R/P Hardscape	7	12-Aug-26	20-Aug-26
SITE-S-165	Patch Back Asphalt	2	21-Aug-26	24-Aug-26
SITE-S-185	Signage / Striping	2	21-Aug-26	24-Aug-26
SITE-S-155	Install Landscaping / Irrigation	5	21-Aug-26	27-Aug-26
SITE-S-175	Paint Curbs	1	25-Aug-26	25-Aug-26
West Site				
SITE-W-195	Misc Remaining Demo	3	22-Jul-26	24-Jul-26
SITE-W-115	Fine Grade Site	3	29-Jul-26	31-Jul-26
SITE-W-125	F/R/P Curb & Gutter	7	03-Aug-26	11-Aug-26
SITE-W-135	Irrigation / Lighting Rough-in	5	12-Aug-26	18-Aug-26
SITE-W-145	F/R/P Hardscape	7	19-Aug-26	27-Aug-26
SITE-W-165	Patch Back Asphalt	2	28-Aug-26	31-Aug-26
SITE-W-155	Install Landscaping / Irrigation	5	28-Aug-26	03-Sep-26
SITE-W-185	Signage / Striping	2	31-Aug-26	01-Sep-26
SITE-W-175	Paint Curbs	1	01-Sep-26	01-Sep-26
Project Completion				



Activity ID	Activity Name	Orig Dur	Start	Finish
MEP Start-up and Testing				
SU-115	Energize Electrical Gear / Permanent Power	1	03-Aug-26	03-Aug-26
SU-125	Mechanical System Start-Up, Testing and Commissioning	5	04-Aug-26	10-Aug-26
SU-135	Plumbing Start-Up, Testing and Commissioning	5	04-Aug-26	10-Aug-26
SU-145	Fire Sprinkler System Start-Up, Testing and Commissioning	5	04-Aug-26	10-Aug-26
SU-155	Electrical / Lighting Start-Up, Testing and Commissioning	5	05-Aug-26	11-Aug-26
SU-165	Fire Alarm System Start-Up, Testing and Commissioning	5	05-Aug-26	11-Aug-26
Final Completion				
FC-225	State Elevator Inspection	5	12-Aug-26	18-Aug-26
FC-175	Fire Life Safety and Final Inspections	5	02-Sep-26	09-Sep-26
FC-185	Final Building Sign-off	5	10-Sep-26	16-Sep-26
FC-235	Anticipated Completion Prior to Weather Allowance	0		16-Sep-26
FC-245	Inclement Weather Allowance	10	17-Sep-26	30-Sep-26
FC-195	Substantial Completion	0		30-Sep-26
FC-205	Punchlist/Closeout	20	01-Oct-26	28-Oct-26
FC-215	Final Completion	0		28-Oct-26



File #: 25-0125
Agenda #: K.

Agenda Date: 3/25/2025
Category: Consent Calendar

FROM:
Human Resources

SUBJECT:
Additional Fiscal Year 2024-25 Organizational Changes, Including New Classifications and Salary Ranges.

RECOMMENDATION:

1. Approve the additional recommended organizational changes including the establishment of four (4) new classifications, one (1) reclassification, and the addition of six (6) new positions to the 2024-25 Current Budget.

2. Adopt **Resolution No. 2025-019,** a resolution of the City Council of the City of Fontana, California, approving the updated salary table for the Teamsters Local 1932 City Hall Unit and the Management/Confidential salary tables, effective March 26, 2025.

COUNCIL GOALS:

- Operate in a businesslike manner by ensuring that the public debate is based on accurate information.
- Practice sound fiscal management by living within our means while investing in the future.
- Create and maintain a dynamic team by promoting stability and predictability by providing consistent policy direction.
- Create and maintain a dynamic team by communicating Goals and Objectives to all commissions and employees.
- Create and maintain a dynamic team by emphasizing staff development.

DISCUSSION:
As indicated in the 2024-25 Midyear Budget Report, the Finance Department, the Fontana Police Department, and the Human Resources & Risk Management Department have identified the need for organizational changes including establishing four (4) new classifications, reclassifying an existing classification, and the addition of six (6) new positions. These organizational changes are in response to the growing demands of the City which were not presented with the Midyear Budget Report to ensure adequate time for review and analysis of the requests. The proposed classifications will ensure that the City continues to attract and retain skilled employees capable of delivering high-quality public services.

The City's classification plan serves as a critical framework to ensure that all positions are organized and defined consistently, enabling effective workforce planning, recruitment, and compensation

management. As part of the City's ongoing efforts to enhance operational efficiency and address evolving service needs, it is necessary to periodically review and update the classification plan.
The following sections provide an overview of the proposed new classifications, the rationale behind their creation, and their anticipated impact on service delivery and operational efficiency.

Budget Analyst II (Finance Department)
With total number of capital projects having increased from 141 to 220 over the last few years and with the passage of Measure T, this position will support the capital budget development and implementation.

Contracts Analyst (Finance Department)
With the continued growth throughout the city, including the CIP program, in order to timely and efficiently meet the needs of all departments, additional resources are required in the Purchasing division to address turnaround times and increased volume. The position will streamline the purchasing process and increase efficiency to have a single position focus on contract execution.

Payroll Supervisor (Finance Department)
With the total number of full-time city employees having increased by 18% over the past 10 years, coupled with additional increases in the next couple of years, additional resources are required in the Payroll Division. Up until now, resources were not requested as system processes were under review. With the review nearly complete and numerous processes not being able to be automated, there remains a significant manual component to the payroll process as well as regular over-time experienced by existing staff. As such, this position is needed to ensure the accurate and timely processing of payroll as well as to ensure continuity.

Senior Accountant (Finance Department)
As a result of the restructuring and re-establishing of accounting processes, additional areas of need have materialized such as the management of capital assets, new GASB implementations, revenue and treasury audits and analysis, debt analysis, and support to the Accounting Manager and Accounting Supervisor.

Reclassification of Police Administrative Analyst I to Police Administrative Analyst II (Fontana Police Department)
This position has evolved from a training position to a full journey level position in which the incumbent performs the full range of duties as assigned with minimal supervision. Additionally, the expectations and level of responsibility for this position have increased requiring the incumbent to have the capacity to carry out select Sr. Administrative Analyst duties in their absence. Since being added, this position has accumulated additional duties including administering asset forfeiture/seizure programs, administering grant programs and training others on new systems, reporting requirements and procedures. The incumbent has also seen an increase in complexity in budget building, management and maintenance duties, and is responsible for identifying, addressing and rectifying budget related issues with minimal supervision.

Human Resources Analyst (Human Resources & Risk Management Department)
Since the tenure of the Director of Human Resources & Risk Management, the City's workforce has experienced a 9% increase in staffing. In addition, there is an increase in requests for organization change and the implementation of the Classification/Compensation study. This position plays a vital

role in handling daily activities. The incumbent will effectively improve productivity, reduce turnover, and enhance overall HR performance. Foster an inclusive and positive work environment and addressing workforce concerns. The incumbent shall develop and maintain the classification and compensation plans to ensure fair and competitive compensation within the City. This will assist with attracting and retaining top talent within the organization.

Human Resources Manager (Human Resources & Risk Management Department)
Since the tenure of the Director of Human Resources & Risk Management, the City's workforce has experienced a 9% increase in staffing. This position plays a vital role as a strategic partner. The incumbent will effectively improve productivity, reduce turnover, and enhance overall HR performance. Foster an inclusive and positive work environment and addressing workforce concerns. Responsibilities include assisting with the director on strategic goals and objectives; hiring, training and managing staff; responsible for the compliance of policies, procedures, and practices; developing and implementing policies and procedures; and overseeing talent management, performance management, labor/employee relations, and compensation and benefits.

The addition of these new classifications and positions within the City’s organizational chart is an essential step in maintaining a comprehensive and up-to-date classification plan that meets the City's operational needs. It is important to note that the formal job descriptions associated with these classifications will be presented to the City Council for formal approval as part of the citywide classification and compensation study job description update. This process ensures that the classifications are aligned with the City's broader workforce management goals and compensation framework.

Staff recommends that the City Council approve the addition of the new classifications to the City's classification plan and positions within the City’s organizational chart, with the understanding that the formal job descriptions will follow in a subsequent approval process.

Formal adoption of all City Salary Tables is in accordance with the guidelines provided by the California Public Employee Retirement System (CalPERS).

FISCAL IMPACT:
There is no fiscal impact associated with the approval of this item for the current fiscal year due to the timing of the approval of these positions. However, the total annual estimated budgetary financial impact for these new positions is $921,305 for fiscal year 2025-26 and will be included in the proposed budget.

MOTION:
Approve staff’s recommendation.

RESOLUTION NO. 2025-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, APPROVING THE UPDATED SALARY TABLES FOR THE TEAMSTERS LOCAL 1932, CITY HALL UNIT AND THE MANAGEMENT/CONFIDENTIAL GROUP.

WHEREAS, the City Council has adopted the Personnel Rules and Regulations which incorporate the City's Classification and Compensation Plan; and

WHEREAS, the Classification and Compensation Plan is not a static document and requires periodic revisions to reflect organizational changes and workforce needs.

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

Section 1. Recitals. The above recitals are true, correct and incorporated herein by this reference.

Section 2. CEQA. This Resolution is not a project within the meaning of Section 1538 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Resolution is nonetheless exempt for the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of San Bernardino in accordance with CEQA Guidelines.

Section 3. Salary Tables for the Teamsters Local 1932, City Hall Unit. The City Council of the City of Fontana hereby adopts the updated Teamster Local 1932, City Hall Unit salary table, which includes the salary ranges for the new classification of Budget Analyst I at range CH82 ($6,642.14/mo. - $8,077.34/mo.), the retitled classification of Budget Analyst II at range CH80 ($7,358.00/mo. - $8,947.47/mo.), and the new classification of Contracts Analyst at range CH83 ($6,969.74/mo. - $8,476.00/mo.), and is attached hereto as Exhibit A and incorporated herein by this reference.

Section 4. Salary Tables for the Management/Confidential Group. The City Council of the City of Fontana hereby adopts the updated Management/Confidential Group salary table, which includes the salary ranges for the new classifications of Human Resources Manager at range CH98 ($10,661.74/mo. - $12,963.60/mo) and Payroll Supervisor at range CH99 ($7,403.07/mo. - $9,002.94/mo.) and is attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 6. Certification. The City Clerk shall certify to the adoption of this Resolution.

Section 7. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Resolution is based are located at the City Clerk's office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian of records is the City Clerk.

Section 8. Effective Date: This Resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED this 25th day of March, 2025.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine McClellan Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council of said City at a regular meeting thereof, held on the 25th day of March 2025, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____

City Clerk

CITY OF FONTANA
CITY HALL BARGAINING UNIT
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE
Effective 03/26/2025

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
		$21.92	$23.02	$24.18	$25.39	$26.66	**Hourly**
Account Clerk I	CH01	$3,799.47	$3,990.14	$4,191.20	$4,400.94	$4,621.07	**Monthly**
		$45,593.60	$47,881.60	$50,294.40	$52,811.20	$55,452.80	**Annual**
		$23.71	$24.90	$26.15	$27.46	$28.84	
Account Clerk II	CH02	$4,109.74	$4,316.00	$4,532.67	$4,759.74	$4,998.94	
		$49,316.80	$51,792.00	$54,392.00	$57,116.80	$59,987.20	
		$34.86	$36.61	$38.45	$40.38	$42.40	
Accountant I	CH03	$6,042.40	$6,345.74	$6,664.67	$6,999.20	$7,349.34	
		$72,508.80	$76,148.80	$79,976.00	$83,990.40	$88,192.00	
		$38.73	$40.67	$42.71	$44.85	$47.10	
Accountant II	CH04	$6,713.20	$7,049.47	$7,403.07	$7,774.00	$8,164.00	
		$80,558.40	$84,593.60	$88,836.80	$93,288.00	$97,968.00	
		$31.81	$33.41	$35.09	$36.85	$38.70	
Accounting Technician	CH05	$5,513.74	$5,791.07	$6,082.27	$6,387.34	$6,708.00	
		$66,164.80	$69,492.80	$72,987.20	$76,648.00	$80,496.00	
		$36.58	$38.41	$40.34	$42.36	$44.48	
Administrative Analyst I	CH07	$6,340.54	$6,657.74	$6,992.27	$7,342.40	$7,709.87	
		$76,086.40	$79,892.80	$83,907.20	$88,108.80	$92,518.40	
		$40.51	$42.54	$44.67	$46.91	$49.26	
Administrative Analyst II	CH08	$7,021.74	$7,373.60	$7,742.80	$8,131.07	$8,538.40	
		$84,260.80	$88,483.20	$92,913.60	$97,572.80	$102,460.80	
		$24.21	$25.43	$26.71	$28.05	$29.46	
Administrative Assistant	CH64	$4,196.40	$4,407.87	$4,629.74	$4,862.00	$5,106.40	
		$50,356.80	$52,894.40	$55,556.80	$58,344.00	$61,276.80	
		$19.29	$20.26	$21.28	$22.35	$23.47	
Administrative Clerk I	CH10	$3,343.60	$3,511.74	$3,688.54	$3,874.00	$4,068.14	
		$40,123.20	$42,140.80	$44,262.40	$46,488.00	$48,817.60	
		$21.29	$22.36	$23.48	$24.66	$25.90	
Administrative Clerk II	CH11	$3,690.27	$3,875.74	$4,069.87	$4,274.40	$4,489.34	
		$44,283.20	$46,508.80	$48,838.40	$51,292.80	$53,872.00	
		$26.90	$28.25	$29.67	$31.16	$32.72	
Administrative Technician	CH12	$4,662.67	$4,896.67	$5,142.80	$5,401.07	$5,671.47	
		$55,952.00	$58,760.00	$61,713.60	$64,812.80	$68,057.60	
		$29.31	$30.78	$32.32	$33.94	$35.64	
Aquatics Coordinator	CH13	$5,080.40	$5,335.20	$5,602.14	$5,882.94	$6,177.60	
		$60,964.80	$64,022.40	$67,225.60	$70,595.20	$74,131.20	
		$43.19	$45.35	$47.62	$50.01	$52.52	
Assistant Engineer	CH14	$7,486.27	$7,860.67	$8,254.14	$8,668.40	$9,103.47	
		$89,835.20	$94,328.00	$99,049.60	$104,020.80	$109,241.60	

CITY OF FONTANA
CITY HALL BARGAINING UNIT
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE
Effective 03/26/2025

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Assistant Planner	CH16	$36.50	$38.33	$40.25	$42.27	$44.39	**Hourly**
		$6,326.67	$6,643.87	$6,976.67	$7,326.80	$7,694.27	**Monthly**
		$75,920.00	$79,726.40	$83,720.00	$87,921.60	$92,331.20	**Annual**
Associate Engineer	CH17	$49.03	$51.49	$54.07	$56.78	$59.62	
		$8,498.54	$8,924.94	$9,372.14	$9,841.87	$10,334.14	
		$101,982.40	$107,099.20	$112,465.60	$118,102.40	$124,009.60	
Associate Planner	CH18	$40.63	$42.67	$44.81	$47.06	$49.42	
		$7,042.54	$7,396.14	$7,767.07	$8,157.07	$8,566.14	
		$84,510.40	$88,753.60	$93,204.80	$97,884.80	$102,793.60	
Audio Visual (AV) Production Specialist	CH79	$30.93	$32.48	$34.11	$35.82	$37.62	
		$5,361.20	$5,629.87	$5,912.40	$6,208.80	$6,520.80	
		$64,334.40	$67,558.40	$70,948.80	$74,505.60	$78,249.60	
Audio Visual (AV) Production Supervisor	CH59	$34.54	$36.27	$38.09	$40.00	$42.00	
		$5,986.94	$6,286.80	$6,602.27	$6,933.34	$7,280.00	
		$71,843.20	$75,441.60	$79,227.20	$83,200.00	$87,360.00	
Budget Analyst I	CH82	$38.32	$40.24	$42.26	$44.38	$46.60	
		$6,642.14	$6,974.94	$7,325.07	$7,692.54	$8,077.34	
		$79,705.60	$83,699.20	$87,900.80	$92,310.40	$96,928.00	
Budget Analyst II	CH80	$42.45	$44.58	$46.81	$49.16	$51.62	
		$7,358.00	$7,727.20	$8,113.74	$8,521.07	$8,947.47	
		$88,296.00	$92,726.40	$97,364.80	$102,252.80	$107,369.60	
Building Inspector I	CH19	$31.88	$33.48	$35.16	$36.92	$38.77	
		$5,525.87	$5,803.20	$6,094.40	$6,399.47	$6,720.14	
		$66,310.40	$69,638.40	$73,132.80	$76,793.60	$80,641.60	
Building Inspector II	CH20	$35.06	$36.82	$38.67	$40.61	$42.65	
		$6,077.07	$6,382.14	$6,702.80	$7,039.07	$7,392.67	
		$72,924.80	$76,585.60	$80,433.60	$84,468.80	$88,712.00	
Buyer I	CH23	$26.52	$27.85	$29.25	$30.72	$32.26	
		$4,596.80	$4,827.34	$5,070.00	$5,324.80	$5,591.74	
		$55,161.60	$57,928.00	$60,840.00	$63,897.60	$67,100.80	
Buyer II	CH78	$29.97	$31.47	$33.05	$34.71	$36.45	
		$5,194.80	$5,454.80	$5,728.67	$6,016.40	$6,318.00	
		$62,337.60	$65,457.60	$68,744.00	$72,196.80	$75,816.00	
Cashier	CH26	$17.16	$18.02	$18.93	$19.88	$20.88	
		$2,974.40	$3,123.47	$3,281.20	$3,445.87	$3,619.20	
		$35,692.80	$37,481.60	$39,374.40	$41,350.40	$43,430.40	
Code Compliance Inspector	CH29	$34.54	$36.27	$38.09	$40.00	$42.00	
		$5,986.94	$6,286.80	$6,602.27	$6,933.34	$7,280.00	
		$71,843.20	$75,441.60	$79,227.20	$83,200.00	$87,360.00	

CITY OF FONTANA
CITY HALL BARGAINING UNIT
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE
Effective 03/26/2025

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Community Services Coordinator	CH30	$29.31	$30.78	$32.32	$33.94	$35.64	**Hourly**
		$5,080.40	$5,335.20	$5,602.14	$5,882.94	$6,177.60	**Monthly**
		$60,964.80	$64,022.40	$67,225.60	$70,595.20	$74,131.20	**Annual**
Contracts Analyst	CH83	$40.21	$42.23	$44.35	$46.57	$48.90	
		$6,969.74	$7,319.87	$7,687.34	$8,072.14	$8,476.00	
		$83,636.80	$87,838.40	$92,248.00	$96,865.60	$101,712.00	
Engineering Technician I	CH33	$32.92	$34.57	$36.30	$38.12	$40.03	
		$5,706.14	$5,992.14	$6,292.00	$6,607.47	$6,938.54	
		$68,473.60	$71,905.60	$75,504.00	$79,289.60	$83,262.40	
Engineering Technician II	CH34	$39.58	$41.56	$43.64	$45.83	$48.13	
		$6,860.54	$7,203.74	$7,564.27	$7,943.87	$8,342.54	
		$82,326.40	$86,444.80	$90,771.20	$95,326.40	$100,110.40	
Environmental Compliance Inspector I	CH37	$31.68	$33.27	$34.94	$36.69	$38.53	
		$5,491.20	$5,766.80	$6,056.27	$6,359.60	$6,678.54	
		$65,894.40	$69,201.60	$72,675.20	$76,315.20	$80,142.40	
Environmental Compliance Inspector II	CH67	$34.54	$36.27	$38.09	$40.00	$42.00	
		$5,986.94	$6,286.80	$6,602.27	$6,933.34	$7,280.00	
		$71,843.20	$75,441.60	$79,227.20	$83,200.00	$87,360.00	
Environmental Compliance Technician	CH81	$24.96	$26.21	$27.53	$28.91	$30.36	
		$4,326.40	$4,543.07	$4,771.87	$5,011.07	$5,262.40	
		$51,916.80	$54,516.80	$57,262.40	$60,132.80	$63,148.80	
GIS Analyst	CH43	$35.84	$37.64	$39.53	$41.51	$43.59	
		$6,212.27	$6,524.27	$6,851.87	$7,195.07	$7,555.60	
		$74,547.20	$78,291.20	$82,222.40	$86,340.80	$90,667.20	
GIS Specialist	CH40	$30.42	$31.95	$33.55	$35.23	$37.00	
		$5,272.80	$5,538.00	$5,815.34	$6,106.54	$6,413.34	
		$63,273.60	$66,456.00	$69,784.00	$73,278.40	$76,960.00	
Grant Analyst	CH61	$46.08	$48.39	$50.81	$53.36	$56.03	
		$7,987.20	$8,387.60	$8,807.07	$9,249.07	$9,711.87	
		$95,846.40	$100,651.20	$105,684.80	$110,988.80	$116,542.40	
Housing Technician	CH41	$33.01	$34.67	$36.41	$38.24	$40.16	
		$5,721.74	$6,009.47	$6,311.07	$6,628.27	$6,961.07	
		$68,660.80	$72,113.60	$75,732.80	$79,539.20	$83,532.80	
IT Systems Specialist	CH77	$35.24	$37.01	$38.87	$40.82	$42.87	
		$6,108.27	$6,415.07	$6,737.47	$7,075.47	$7,430.80	
		$73,299.20	$76,980.80	$80,849.60	$84,905.60	$89,169.60	
IT Systems Technician	CH71	$31.76	$33.35	$35.02	$36.78	$38.62	
		$5,505.07	$5,780.67	$6,070.14	$6,375.20	$6,694.14	
		$66,060.80	$69,368.00	$72,841.60	$76,502.40	$80,329.60	

CITY OF FONTANA
CITY HALL BARGAINING UNIT
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE
Effective 03/26/2025

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
IT Technician I	CH45	$24.96 $4,326.40 $51,916.80	$26.21 $4,543.07 $54,516.80	$27.53 $4,771.87 $57,262.40	$28.91 $5,011.07 $60,132.80	$30.36 $5,262.40 $63,148.80	**Hourly** **Monthly** **Annual**
IT Technician II	CH46	$28.43 $4,927.87 $59,134.40	$29.86 $5,175.74 $62,108.80	$31.36 $5,435.74 $65,228.80	$32.93 $5,707.87 $68,494.40	$34.58 $5,993.87 $71,926.40	
Landscape Technician I	CH48	$31.29 $5,423.60 $65,083.20	$32.86 $5,695.74 $68,348.80	$34.51 $5,981.74 $71,780.80	$36.24 $6,281.60 $75,379.20	$38.06 $6,597.07 $79,164.80	
Landscape Technician II	CH49	$34.54 $5,986.94 $71,843.20	$36.27 $6,286.80 $75,441.60	$38.09 $6,602.27 $79,227.20	$40.00 $6,933.34 $83,200.00	$42.00 $7,280.00 $87,360.00	
Lead Traffic Signal Maintenance Technician	CH70	$42.17 $7,309.47 $87,713.60	$44.28 $7,675.20 $92,102.40	$46.50 $8,060.00 $96,720.00	$48.83 $8,463.87 $101,566.40	$51.28 $8,888.54 $106,662.40	
Marketing Specialist I	CH51	$30.73 $5,326.54 $63,918.40	$32.27 $5,593.47 $67,121.60	$33.89 $5,874.27 $70,491.20	$35.59 $6,168.94 $74,027.20	$37.37 $6,477.47 $77,729.60	
Marketing Specialist II	CH50	$40.80 $7,072.00 $84,864.00	$42.84 $7,425.60 $89,107.20	$44.99 $7,798.27 $93,579.20	$47.24 $8,188.27 $98,259.20	$49.61 $8,599.07 $103,188.80	
Permit Technician I	CH31	$27.33 $4,737.20 $56,846.40	$28.70 $4,974.67 $59,696.00	$30.14 $5,224.27 $62,691.20	$31.65 $5,486.00 $65,832.00	$33.24 $5,761.60 $69,139.20	
Permit Technician II	CH21	$31.76 $5,505.07 $66,060.80	$33.35 $5,780.67 $69,368.00	$35.02 $6,070.14 $72,841.60	$36.78 $6,375.20 $76,502.40	$38.62 $6,694.14 $80,329.60	
Planning Inspector	CH55	$34.54 $5,986.94 $71,843.20	$36.27 $6,286.80 $75,441.60	$38.09 $6,602.27 $79,227.20	$40.00 $6,933.34 $83,200.00	$42.00 $7,280.00 $87,360.00	
Planning Technician	CH56	$30.33 $5,257.20 $63,086.40	$31.85 $5,520.67 $66,248.00	$33.45 $5,798.00 $69,576.00	$35.13 $6,089.20 $73,070.40	$36.89 $6,394.27 $76,731.20	
Plans Examiner I	CH57	$38.34 $6,645.60 $79,747.20	$40.26 $6,978.40 $83,740.80	$42.28 $7,328.54 $87,942.40	$44.40 $7,696.00 $92,352.00	$46.62 $8,080.80 $96,969.60	
Plans Examiner II	CH58	$42.17 $7,309.47 $87,713.60	$44.28 $7,675.20 $92,102.40	$46.50 $8,060.00 $96,720.00	$48.83 $8,463.87 $101,566.40	$51.28 $8,888.54 $106,662.40	

CITY OF FONTANA
CITY HALL BARGAINING UNIT
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE
Effective 03/26/2025

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Project Coordinator	CH60	$42.38	$44.50	$46.73	$49.07	$51.53	**Hourly**
		$7,345.87	$7,713.34	$8,099.87	$8,505.47	$8,931.87	**Monthly**
		$88,150.40	$92,560.00	$97,198.40	$102,065.60	$107,182.40	**Annual**
Public Works Inspector	CH63	$36.18	$37.99	$39.89	$41.89	$43.99	
		$6,271.20	$6,584.94	$6,914.27	$7,260.94	$7,624.94	
		$75,254.40	$79,019.20	$82,971.20	$87,131.20	$91,499.20	
Senior Administrative Assistant	CH09	$30.01	$31.52	$33.10	$34.76	$36.50	
		$5,201.74	$5,463.47	$5,737.34	$6,025.07	$6,326.67	
		$62,420.80	$65,561.60	$68,848.00	$72,300.80	$75,920.00	
Senior Building Inspector	CH65	$40.17	$42.18	$44.29	$46.51	$48.84	
		$6,962.80	$7,311.20	$7,676.94	$8,061.74	$8,465.60	
		$83,553.60	$87,734.40	$92,123.20	$96,740.80	$101,587.20	
Senior Code Compliance Inspector	CH66	$37.96	$39.86	$41.86	$43.96	$46.16	
		$6,579.74	$6,909.07	$7,255.74	$7,619.74	$8,001.07	
		$78,956.80	$82,908.80	$87,068.80	$91,436.80	$96,012.80	
Senior Environmental Compliance Inspector	CH36	$37.96	$39.86	$41.86	$43.96	$46.16	
		$6,579.74	$6,909.07	$7,255.74	$7,619.74	$8,001.07	
		$78,956.80	$82,908.80	$87,068.80	$91,436.80	$96,012.80	
Senior IT Technician	CH44	$33.15	$34.81	$36.56	$38.39	$40.31	
		$5,746.00	$6,033.74	$6,337.07	$6,654.27	$6,987.07	
		$68,952.00	$72,404.80	$76,044.80	$79,851.20	$83,844.80	
Senior Plans Examiner	CH68	$46.89	$49.24	$51.71	$54.30	$57.02	
		$8,127.60	$8,534.94	$8,963.07	$9,412.00	$9,883.47	
		$97,531.20	$102,419.20	$107,556.80	$112,944.00	$118,601.60	
Senior Public Works Inspector	CH69	$44.37	$46.59	$48.92	$51.37	$53.94	
		$7,690.80	$8,075.60	$8,479.47	$8,904.14	$9,349.60	
		$92,289.60	$96,907.20	$101,753.60	$106,849.60	$112,195.20	
Traffic Engineering Technician	CH74	$39.58	$41.56	$43.64	$45.83	$48.13	
		$6,860.54	$7,203.74	$7,564.27	$7,943.87	$8,342.54	
		$82,326.40	$86,444.80	$90,771.20	$95,326.40	$100,110.40	
Traffic Signal Maintenance Technician I	CH73	$34.18	$35.89	$37.69	$39.58	$41.56	
		$5,924.54	$6,220.94	$6,532.94	$6,860.54	$7,203.74	
		$71,094.40	$74,651.20	$78,395.20	$82,326.40	$86,444.80	
Traffic Signal Maintenance Technician II	CH75	$37.61	$39.50	$41.48	$43.56	$45.74	
		$6,519.07	$6,846.67	$7,189.87	$7,550.40	$7,928.27	
		$78,228.80	$82,160.00	$86,278.40	$90,604.80	$95,139.20	

CITY OF FONTANA
MANAGEMENT/CONFIDENTIAL EMPLOYEES
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE
Effective 03/26/2025

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
		$66.96	$70.31	$73.83	$77.53	$81.41	**Hourly**
Accounting Manager	MC01	$11,606.40	$12,187.07	$12,797.20	$13,438.54	$14,111.07	**Monthly**
		$139,276.80	$146,244.80	$153,566.40	$161,262.40	$169,332.80	**Annual**
		$48.36	$50.78	$53.32	$55.99	$58.79	
Accounting Supervisor	MC62	$8,382.40	$8,801.87	$9,242.14	$9,704.94	$10,190.27	
		$100,588.80	$105,622.40	$110,905.60	$116,459.20	$122,283.20	
		$62.52	$65.65	$68.94	$72.39	$76.01	
Administrative & Finance Manager	MC94	$10,836.80	$11,379.34	$11,949.60	$12,547.60	$13,175.07	
		$130,041.60	$136,552.00	$143,395.20	$150,571.20	$158,100.80	
		$57.31	$60.18	$63.19	$66.35	$69.67	
Assistant Building Official	MC03	$9,933.74	$10,431.20	$10,952.94	$11,500.67	$12,076.14	
		$119,204.80	$125,174.40	$131,435.20	$138,008.00	$144,913.60	
		$42.69	$44.83	$47.08	$49.44	$51.92	
Benefits Analyst	MC97	$7,399.60	$7,770.54	$8,160.54	$8,569.60	$8,999.47	
		$88,795.20	$93,246.40	$97,926.40	$102,835.20	$107,993.60	
		$61.71	$64.80	$68.04	$71.45	$75.03	
Budget Manager	MC07	$10,696.40	$11,232.00	$11,793.60	$12,384.67	$13,005.20	
		$128,356.80	$134,784.00	$141,523.20	$148,616.00	$156,062.40	
		$49.45	$51.93	$54.53	$57.26	$60.13	
Building Inspections Supervisor	MC64	$8,571.34	$9,001.20	$9,451.87	$9,925.07	$10,422.54	
		$102,856.00	$108,014.40	$113,422.40	$119,100.80	$125,070.40	
		$42.15	$44.26	$46.48	$48.81	$51.26	
Business Systems Analyst	MC06	$7,306.00	$7,671.74	$8,056.54	$8,460.40	$8,885.07	
		$87,672.00	$92,060.80	$96,678.40	$101,524.80	$106,620.80	
		$54.75	$57.49	$60.37	$63.39	$66.56	
City Land Surveyor	MC79	$9,490.00	$9,964.94	$10,464.14	$10,987.60	$11,537.07	
		$113,880.00	$119,579.20	$125,569.60	$131,851.20	$138,444.80	
		$57.71	$60.60	$63.63	$66.82	$70.17	
Code Compliance Manager	MC10	$10,003.07	$10,504.00	$11,029.20	$11,582.14	$12,162.80	
		$120,036.80	$126,048.00	$132,350.40	$138,985.60	$145,953.60	
		$49.45	$51.93	$54.53	$57.26	$60.13	
Code Compliance Supervisor	MC65	$8,571.34	$9,001.20	$9,451.87	$9,925.07	$10,422.54	
		$102,856.00	$108,014.40	$113,422.40	$119,100.80	$125,070.40	
		$54.90	$57.65	$60.54	$63.57	$66.75	
Community Services Manager	MC11	$9,516.00	$9,992.67	$10,493.60	$11,018.80	$11,570.00	
		$114,192.00	$119,912.00	$125,923.20	$132,225.60	$138,840.00	
		$38.92	$40.87	$42.92	$45.07	$47.33	
Community Services Supervisor	MC12	$6,746.14	$7,084.14	$7,439.47	$7,812.14	$8,203.87	
		$80,953.60	$85,009.60	$89,273.60	$93,745.60	$98,446.40	
		$40.89	$42.94	$45.09	$47.35	$49.72	
Data Analyst	MC05	$7,087.60	$7,442.94	$7,815.60	$8,207.34	$8,618.14	
		$85,051.20	$89,315.20	$93,787.20	$98,488.00	$103,417.60	
		$54.59	$57.32	$60.19	$63.20	$66.36	
Database Administrator	MC14	$9,462.27	$9,935.47	$10,432.94	$10,954.67	$11,502.40	
		$113,547.20	$119,225.60	$125,195.20	$131,456.00	$138,028.80	
		$46.82	$49.17	$51.63	$54.22	$56.94	
Deputy City Clerk	MC95	$8,115.47	$8,522.80	$8,949.20	$9,398.14	$9,869.60	
		$97,385.60	$102,273.60	$107,390.40	$112,777.60	$118,435.20	

CITY OF FONTANA
MANAGEMENT/CONFIDENTIAL EMPLOYEES
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE
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TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
		$75.44	$79.22	$83.19	$87.35	$91.72	**Hourly**
Deputy Finance Officer	MC86	$13,076.27	$13,731.47	$14,419.60	$15,140.67	$15,898.14	**Monthly**
		$156,915.20	$164,777.60	$173,035.20	$181,688.00	$190,777.60	**Annual**
		$50.22	$52.74	$55.38	$58.15	$61.06	
Dispatch Manager	MC37	$8,704.80	$9,141.60	$9,599.20	$10,079.34	$10,583.74	
		$104,457.60	$109,699.20	$115,190.40	$120,952.00	$127,004.80	
		$39.42	$41.40	$43.47	$45.65	$47.94	
Dispatch Supervisor	MC38	$6,832.80	$7,176.00	$7,534.80	$7,912.67	$8,309.60	
		$81,993.60	$86,112.00	$90,417.60	$94,952.00	$99,715.20	
		$44.76	$47.00	$49.35	$51.82	$54.42	
Economic Development Analyst	MC76	$7,758.40	$8,146.67	$8,554.00	$8,982.14	$9,432.80	
		$93,100.80	$97,760.00	$102,648.00	$107,785.60	$113,193.60	
		$44.95	$47.20	$49.56	$52.04	$54.65	
Emergency Services Coordinator	MC93	$7,791.34	$8,181.34	$8,590.40	$9,020.27	$9,472.67	
		$93,496.00	$98,176.00	$103,084.80	$108,243.20	$113,672.00	
		$66.96	$70.31	$73.83	$77.53	$81.41	
Engineering Manager	MC16	$11,606.40	$12,187.07	$12,797.20	$13,438.54	$14,111.07	
		$139,276.80	$146,244.80	$153,566.40	$161,262.40	$169,332.80	
		$49.45	$51.93	$54.53	$57.26	$60.13	
Environmental Compliance Supervisor	MC17	$8,571.34	$9,001.20	$9,451.87	$9,925.07	$10,422.54	
		$102,856.00	$108,014.40	$113,422.40	$119,100.80	$125,070.40	
		$41.94	$44.04	$46.25	$48.57	$51.00	
Equipment Mechanic Supervisor	MC21	$7,269.60	$7,633.60	$8,016.67	$8,418.80	$8,840.00	
		$87,235.20	$91,603.20	$96,200.00	$101,025.60	$106,080.00	
		$31.84	$33.44	$35.12	$36.88	$38.73	
Executive Assistant	MC53	$5,518.94	$5,796.27	$6,087.47	$6,392.54	$6,713.20	
		$66,227.20	$69,555.20	$73,049.60	$76,710.40	$80,558.40	
		$43.67	$45.86	$48.16	$50.57	$53.10	
Executive Assistant to City Manager	MC18	$7,569.47	$7,949.07	$8,347.74	$8,765.47	$9,204.00	
		$90,833.60	$95,388.80	$100,172.80	$105,185.60	$110,448.00	
		$41.94	$44.04	$46.25	$48.57	$51.00	
Facilities Maintenance Supervisor	MC19	$7,269.60	$7,633.60	$8,016.67	$8,418.80	$8,840.00	
		$87,235.20	$91,603.20	$96,200.00	$101,025.60	$106,080.00	
		$62.52	$65.65	$68.94	$72.39	$76.01	
Finance Manager	MC20	$10,836.80	$11,379.34	$11,949.60	$12,547.60	$13,175.07	
		$130,041.60	$136,552.00	$143,395.20	$150,571.20	$158,100.80	
		$54.59	$57.32	$60.19	$63.20	$66.36	
GIS Supervisor	MC22	$9,462.27	$9,935.47	$10,432.94	$10,954.67	$11,502.40	
		$113,547.20	$119,225.60	$125,195.20	$131,456.00	$138,028.80	
		$53.53	$56.21	$59.03	$61.99	$65.09	
Homeless Solutions Manager	MC87	$9,278.54	$9,743.07	$10,231.87	$10,744.94	$11,282.27	
		$111,342.40	$116,916.80	$122,782.40	$128,939.20	$135,387.20	
		$57.71	$60.60	$63.63	$66.82	$70.17	
Housing Manager	MC23	$10,003.07	$10,504.00	$11,029.20	$11,582.14	$12,162.80	
		$120,036.80	$126,048.00	$132,350.40	$138,985.60	$145,953.60	
		$42.69	$44.83	$47.08	$49.44	$51.92	
Human Resources Analyst	MC24	$7,399.60	$7,770.54	$8,160.54	$8,569.60	$8,999.47	
		$88,795.20	$93,246.40	$97,926.40	$102,835.20	$107,993.60	

CITY OF FONTANA
MANAGEMENT/CONFIDENTIAL EMPLOYEES
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE
Effective 03/26/2025

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
		$23.86	$25.06	$26.32	$27.64	$29.03	**Hourly**
Human Resources Clerk	MC25	$4,135.74	$4,343.74	$4,562.14	$4,790.94	$5,031.87	**Monthly**
		$49,628.80	$52,124.80	$54,745.60	$57,491.20	$60,382.40	**Annual**
		$61.51	$64.59	$67.82	$71.22	$74.79	
Human Resources Manager	MC98	$10,661.74	$11,195.60	$11,755.47	$12,344.80	$12,963.60	
		$127,940.80	$134,347.20	$141,065.60	$148,137.60	$155,563.20	
		$35.24	$37.01	$38.87	$40.82	$42.87	
Human Resources Specialist	MC26	$6,108.27	$6,415.07	$6,737.47	$7,075.47	$7,430.80	
		$73,299.20	$76,980.80	$80,849.60	$84,905.60	$89,169.60	
		$29.89	$31.39	$32.96	$34.61	$36.35	
Human Resources Technician	MC27	$5,180.94	$5,440.94	$5,713.07	$5,999.07	$6,300.67	
		$62,171.20	$65,291.20	$68,556.80	$71,988.80	$75,608.00	
		$54.59	$57.32	$60.19	$63.20	$66.36	
Internal Auditor	MC58	$9,462.27	$9,935.47	$10,432.94	$10,954.67	$11,502.40	
		$113,547.20	$119,225.60	$125,195.20	$131,456.00	$138,028.80	
		$57.33	$60.20	$63.21	$66.38	$69.70	
IT Customer Service Manager	MC91	$9,937.20	$10,434.67	$10,956.40	$11,505.87	$12,081.34	
		$119,246.40	$125,216.00	$131,476.80	$138,070.40	$144,976.00	
		$61.55	$64.63	$67.87	$71.27	$74.84	
IT Manager	MC28	$10,668.67	$11,202.54	$11,764.14	$12,353.47	$12,972.27	
		$128,024.00	$134,430.40	$141,169.60	$148,241.60	$155,667.20	
		$41.11	$43.17	$45.33	$47.60	$49.98	
IT Systems Analyst	MC71	$7,125.74	$7,482.80	$7,857.20	$8,250.67	$8,663.20	
		$85,508.80	$89,793.60	$94,286.40	$99,008.00	$103,958.40	
		$60.38	$63.40	$66.57	$69.90	$73.40	
IT Systems Supervisor	MC29	$10,465.87	$10,989.34	$11,538.80	$12,116.00	$12,722.67	
		$125,590.40	$131,872.00	$138,465.60	$145,392.00	$152,672.00	
		$39.68	$41.67	$43.76	$45.95	$48.25	
Management Analyst I	MC80	$6,877.87	$7,222.80	$7,585.07	$7,964.67	$8,363.34	
		$82,534.40	$86,673.60	$91,020.80	$95,576.00	$100,360.00	
		$45.66	$47.95	$50.35	$52.87	$55.52	
Management Analyst II	MC81	$7,914.40	$8,311.34	$8,727.34	$9,164.14	$9,623.47	
		$94,972.80	$99,736.00	$104,728.00	$109,969.60	$115,481.60	
		$34.72					
Management Trainee	MC78	$6,018.14		"Step 1 Only"			
		$72,217.60					
		$54.60	$57.33	$60.20	$63.21	$66.38	
Marketing & Economic Development Manager	MC09	$9,464.00	$9,937.20	$10,434.67	$10,956.40	$11,505.87	
		$113,568.00	$119,246.40	$125,216.00	$131,476.80	$138,070.40	
		$40.32	$42.34	$44.46	$46.69	$49.03	
Office Manager	MC13	$6,988.80	$7,338.94	$7,706.40	$8,092.94	$8,498.54	
		$83,865.60	$88,067.20	$92,476.80	$97,115.20	$101,982.40	
		$41.94	$44.04	$46.25	$48.57	$51.00	
Parks & Landscape Supervisor	MC31	$7,269.60	$7,633.60	$8,016.67	$8,418.80	$8,840.00	
		$87,235.20	$91,603.20	$96,200.00	$101,025.60	$106,080.00	
		$36.69	$38.53	$40.46	$42.49	$44.62	
Payroll Coordinator	MC33	$6,359.60	$6,678.54	$7,013.07	$7,364.94	$7,734.14	
		$76,315.20	$80,142.40	$84,156.80	$88,379.20	$92,809.60	

CITY OF FONTANA
MANAGEMENT/CONFIDENTIAL EMPLOYEES
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE
Effective 03/26/2025

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
		$42.71	$44.85	$47.10	$49.46	$51.94	**Hourly**
Payroll Supervisor	MC99	$7,403.07	$7,774.00	$8,164.00	$8,573.07	$9,002.94	**Monthly**
		$88,836.80	$93,288.00	$97,968.00	$102,876.80	$108,035.20	**Annual**
		$30.04	$31.55	$33.13	$34.79	$36.53	
Payroll Technician	MC34	$5,206.94	$5,468.67	$5,742.54	$6,030.27	$6,331.87	
		$62,483.20	$65,624.00	$68,910.40	$72,363.20	$75,982.40	
		$49.45	$51.93	$54.53	$57.26	$60.13	
Permit Supervisor	MC15	$8,571.34	$9,001.20	$9,451.87	$9,925.07	$10,422.54	
		$102,856.00	$108,014.40	$113,422.40	$119,100.80	$125,070.40	
		$58.55	$61.48	$64.56	$67.79	$71.18	
Planning Manager	MC83	$10,148.67	$10,656.54	$11,190.40	$11,750.27	$12,337.87	
		$121,784.00	$127,878.40	$134,284.80	$141,003.20	$148,054.40	
		$51.08	$53.64	$56.33	$59.15	$62.11	
Plans Examiner Supervisor	MC75	$8,853.87	$9,297.60	$9,763.87	$10,252.67	$10,765.74	
		$106,246.40	$111,571.20	$117,166.40	$123,032.00	$129,188.80	
		$36.86	$38.71	$40.65	$42.69	$44.83	
Police Property Supervisor	MC40	$6,389.07	$6,709.74	$7,046.00	$7,399.60	$7,770.54	
		$76,668.80	$80,516.80	$84,552.00	$88,795.20	$93,246.40	
		$48.03	$50.44	$52.97	$55.62	$58.41	
Police Records Manager	MC41	$8,325.20	$8,742.94	$9,181.47	$9,640.80	$10,124.40	
		$99,902.40	$104,915.20	$110,177.60	$115,689.60	$121,492.80	
		$32.04	$33.65	$35.34	$37.11	$38.97	
Police Records Supervisor	MC39	$5,553.60	$5,832.67	$6,125.60	$6,432.40	$6,754.80	
		$66,643.20	$69,992.00	$73,507.20	$77,188.80	$81,057.60	
		$58.09	$61.00	$64.05	$67.26	$70.63	
Police Support Services Administrator	MC36	$10,068.94	$10,573.34	$11,102.00	$11,658.40	$12,242.54	
		$120,827.20	$126,880.00	$133,224.00	$139,900.80	$146,910.40	
		$50.37	$52.89	$55.54	$58.32	$61.24	
Public Works Inspection Supervisor	MC44	$8,730.80	$9,167.60	$9,626.94	$10,108.80	$10,614.94	
		$104,769.60	$110,011.20	$115,523.20	$121,305.60	$127,379.20	
		$57.71	$60.60	$63.63	$66.82	$70.17	
Public Works Manager	MC45	$10,003.07	$10,504.00	$11,029.20	$11,582.14	$12,162.80	
		$120,036.80	$126,048.00	$132,350.40	$138,985.60	$145,953.60	
		$41.94	$44.04	$46.25	$48.57	$51.00	
Public Works Supervisor	MC73	$7,269.60	$7,633.60	$8,016.67	$8,418.80	$8,840.00	
		$87,235.20	$91,603.20	$96,200.00	$101,025.60	$106,080.00	
		$52.39	$55.01	$57.77	$60.66	$63.70	
Purchasing Manager	MC88	$9,080.94	$9,535.07	$10,013.47	$10,514.40	$11,041.34	
		$108,971.20	$114,420.80	$120,161.60	$126,172.80	$132,496.00	
		$35.83	$37.63	$39.52	$41.50	$43.58	
Purchasing Specialist	MC46	$6,210.54	$6,522.54	$6,850.14	$7,193.34	$7,553.87	
		$74,526.40	$78,270.40	$82,201.60	$86,320.00	$90,646.40	
		$43.75	$45.94	$48.24	$50.66	$53.20	
Purchasing Supervisor	MC47	$7,583.34	$7,962.94	$8,361.60	$8,781.07	$9,221.34	
		$91,000.00	$95,555.20	$100,339.20	$105,372.80	$110,656.00	
		$31.91	$33.51	$35.19	$36.95	$38.80	
Records Coordinator	MC77	$5,531.07	$5,808.40	$6,099.60	$6,404.67	$6,725.34	
		$66,372.80	$69,700.80	$73,195.20	$76,856.00	$80,704.00	

CITY OF FONTANA
MANAGEMENT/CONFIDENTIAL EMPLOYEES
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE
Effective 03/26/2025

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
		$49.45	$51.93	$54.53	$57.26	$60.13	**Hourly**
Resource Budget Officer	MC49	$8,571.34	$9,001.20	$9,451.87	$9,925.07	$10,422.54	**Monthly**
		$102,856.00	$108,014.40	$113,422.40	$119,100.80	$125,070.40	**Annual**
		$48.28	$50.70	$53.24	$55.91	$58.71	
Revenue Operations Manager	MC89	$8,368.54	$8,788.00	$9,228.27	$9,691.07	$10,176.40	
		$100,422.40	$105,456.00	$110,739.20	$116,292.80	$122,116.80	
		$47.49	$49.87	$52.37	$54.99	$57.74	
Risk Management Analyst	MC96	$8,231.60	$8,644.14	$9,077.47	$9,531.60	$10,008.27	
		$98,779.20	$103,729.60	$108,929.60	$114,379.20	$120,099.20	
		$59.90	$62.90	$66.05	$69.36	$72.83	
Risk Manager	MC90	$10,382.67	$10,902.67	$11,448.67	$12,022.40	$12,623.87	
		$124,592.00	$130,832.00	$137,384.00	$144,268.80	$151,486.40	
		$42.99	$45.14	$47.40	$49.77	$52.26	
Senior Accountant	MC50	$7,451.60	$7,824.27	$8,216.00	$8,626.80	$9,058.40	
		$89,419.20	$93,891.20	$98,592.00	$103,521.60	$108,700.80	
		$46.82	$49.17	$51.63	$54.22	$56.94	
Senior Administrative Analyst	MC52	$8,115.47	$8,522.80	$8,949.20	$9,398.14	$9,869.60	
		$97,385.60	$102,273.60	$107,390.40	$112,777.60	$118,435.20	
		$28.94	$30.39	$31.91	$33.51	$35.19	
Senior Administrative Assistant - Confidential	MC02	$5,016.27	$5,267.60	$5,531.07	$5,808.40	$6,099.60	
		$60,195.20	$63,211.20	$66,372.80	$69,700.80	$73,195.20	
		$33.43	$35.11	$36.87	$38.72	$40.66	
Senior Administrative Technician	MC51	$5,794.54	$6,085.74	$6,390.80	$6,711.47	$7,047.74	
		$69,534.40	$73,028.80	$76,689.60	$80,537.60	$84,572.80	
		$48.21	$50.63	$53.17	$55.83	$58.63	
Senior Business Systems Analyst	MC54	$8,356.40	$8,775.87	$9,216.14	$9,677.20	$10,162.54	
		$100,276.80	$105,310.40	$110,593.60	$116,126.40	$121,950.40	
		$57.67	$60.56	$63.59	$66.77	$70.11	
Senior Civil Engineer	MC55	$9,996.14	$10,497.07	$11,022.27	$11,573.47	$12,152.40	
		$119,953.60	$125,964.80	$132,267.20	$138,881.60	$145,828.80	
		$54.92	$57.67	$60.56	$63.59	$66.77	
Senior Engineer	MC56	$9,519.47	$9,996.14	$10,497.07	$11,022.27	$11,573.47	
		$114,233.60	$119,953.60	$125,964.80	$132,267.20	$138,881.60	
		$49.06	$51.52	$54.10	$56.81	$59.66	
Senior Human Resources Analyst	MC57	$8,503.74	$8,930.14	$9,377.34	$9,847.07	$10,341.07	
		$102,044.80	$107,161.60	$112,528.00	$118,164.80	$124,092.80	
		$50.43	$52.96	$55.61	$58.40	$61.32	
Senior IT Systems Analyst	MC70	$8,741.20	$9,179.74	$9,639.07	$10,122.67	$10,628.80	
		$104,894.40	$110,156.80	$115,668.80	$121,472.00	$127,545.60	
		$47.93	$50.33	$52.85	$55.50	$58.28	
Senior Landscape Planner	MC92	$8,307.87	$8,723.87	$9,160.67	$9,620.00	$10,101.87	
		$99,694.40	$104,686.40	$109,928.00	$115,440.00	$121,222.40	
		$54.68	$57.42	$60.30	$63.32	$66.49	
Senior Management Analyst	MC82	$9,477.87	$9,952.80	$10,452.00	$10,975.47	$11,524.94	
		$113,734.40	$119,433.60	$125,424.00	$131,705.60	$138,299.20	
		$48.65	$51.09	$53.65	$56.34	$59.16	
Senior Planner	MC59	$8,432.67	$8,855.60	$9,299.34	$9,765.60	$10,254.40	
		$101,192.00	$106,267.20	$111,592.00	$117,187.20	$123,052.80	

CITY OF FONTANA
MANAGEMENT/CONFIDENTIAL EMPLOYEES
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE
Effective 03/26/2025

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Senior Public Safety Systems Analyst	MC64	$54.59	$57.32	$60.19	$63.20	$66.36	**Hourly**
		$9,462.27	$9,935.47	$10,432.94	$10,954.67	$11,502.40	**Monthly**
		$113,547.20	$119,225.60	$125,195.20	$131,456.00	$138,028.80	**Annual**
Senior Traffic Engineer	MC74	$57.50	$60.38	$63.40	$66.57	$69.90	
		$9,966.67	$10,465.87	$10,989.34	$11,538.80	$12,116.00	
		$119,600.00	$125,590.40	$131,872.00	$138,465.60	$145,392.00	
Software Development Engineer	MC66	$55.36	$58.13	$61.04	$64.10	$67.31	
		$9,595.74	$10,075.87	$10,580.27	$11,110.67	$11,667.07	
		$115,148.80	$120,910.40	$126,963.20	$133,328.00	$140,004.80	
Supervising Animal Services Officer	MC53	$33.15	$34.81	$36.56	$38.39	$40.31	
		$5,746.00	$6,033.74	$6,337.07	$6,654.27	$6,987.07	
		$68,952.00	$72,404.80	$76,044.80	$79,851.20	$83,844.80	
Traffic Signal Maintenance Supervisor	MC68	$46.66	$49.00	$51.45	$54.03	$56.74	
		$8,087.74	$8,493.34	$8,918.00	$9,365.20	$9,834.94	
		$97,052.80	$101,920.00	$107,016.00	$112,382.40	$118,019.20	

8353 Sierra Avenue
Fontana, CA 92335

City of Fontana

Action Report

City Council Meeting

File #: 25-0126
Agenda #: L.

Agenda Date: 3/25/2025
Category: Consent Calendar

FROM:
Development Services

SUBJECT:
Acceptance of a grant to Support Local Arts Events

RECOMMENDATION:
Authorize the City Manager or his designee to enter into a contract with the San Bernardino County Board of Supervisors to accept a contribution in the amount of $100,000 for the production and support costs of Local Arts Events at Stage Red.

COUNCIL GOALS:

- Concentrate on Inter-governmental relations by pursuing financial participation from county, state and federal governments.

DISCUSSION:
The San Bernardino County Board of Supervisors is contributing to the City's effort of promoting local talent of musicians and artists. The grant will assist the City in featuring local artists, promote music, and other local acts from the region at Stage Red. Funds will be used towards:

- Talent Show where local amateurs would participate in a talent contest.
- Iz Avila Residency at Stage Red and feature other prominent local acts from the region.

The upcoming events would promote local talent and have the dual benefit of promoting the redevelopment occurring in Downtown Fontana.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item will result in increased revenues for Stage Red in the amount of $100,000 to Project String 37300002 Fund 720. The grant requires a matching contribution of 25% of the cost for a minimum of $25,000 from the City. All necessary budget adjustments will be included in the next quarterly budget report.

MOTION:
Approve staff recommendation.

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

SAP Number

Board of Supervisors

Department Contract Representative	Penelope Chang
Telephone Number	909-387-4886
Contractor	City of Fontana
Contractor Representative	
Telephone Number	
Contract Term	04/08/2025 – 04/07/2026
Original Contract Amount	Not-to-Exceed $100,000
Amendment Amount	
Total Contract Amount	Not-to-Exceed $100,000
Cost Center	1022001000

IT IS HEREBY AGREED AS FOLLOWS*:*

WHEREAS, it is the policy of the Board of Supervisors (Board) to work with community partners through services provided by San Bernardino County (County) and contractual agreements to identify programs, projects, and initiatives, that support the mission of the County, and to provide services to citizens that promote health, safety, economic well-being, education, recreation, and other public services that enhance quality of life, and meet the needs of the County's citizens;

WHEREAS, under Government Code sections 26224 and 26227 the Board may contract with certain entities to provide certain services to County residents;

WHEREAS, the County desires to provide funding to the City of Fontana (Contractor) towards production and support costs for the City's Support Local Arts events;

WHEREAS, the County would like Contractor to provide these Services;

WHEREAS, the County finds Contractor qualified to provide the Services to manage the City's Support Local Arts events that feature local artists and promote music and other local acts from the region;

WHEREAS, providing funding to Contractor for the City's Support Local Arts events serves the public purpose of providing for the social service needs of the Second District's residents by supporting culture and art and promoting the economy in the region through awareness and business through the work of the local artists; and

WHEREAS, the County residents of Fontana and the surrounding communities of the Second District will be served by the City's Support Local Arts events; 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 County and Contractor mutually agree to the following terms and conditions:

A. PURPOSE OF CONTRACT

This Contract is made for the purpose of providing funding to support Contractor for production and support costs for the City's Support Local Arts events.

B. CONTRACTOR RESPONSIBILITIES AND SCOPE OF SERVICES

B.1 Funding arising out of this Contract will be used for a scope of Services to assist Contractor with production and support costs for the City's Support Local Arts events at Stage Red in downtown Fontana, which may include the following:

B.1.1 "2nd District's Got Talent," or similar type of show where local amateurs would participate in a talent contest, leading to a winner selected and a prize awarded.

B.1.2 Iz Avila Residency at Stage Red where he would promote classic music and feature other prominent local acts from the region.

B.2 Contractor shall allow the County, its officers, agents and employees the privilege and right to on-site inspection of the City's Support Local Arts events for the duration of this Contract. Contractor will ensure that its employees or agents furnish any information that in the judgment of the County, may be relevant to a question of compliance with contractual conditions, or the effectiveness, legality, and achievements of the program.

B.3 Contractor shall provide the County all documentation regarding the scope of Services covered by this Contract that the County requests from Contractor within 10 days of County's request unless a different time is agreed to by the County.

B.4 Contractor shall provide the County with documentation supporting completion of the project within 60 days of project completion.

B.5 Contractor acknowledges and agrees that it will make a matching contribution of at least 25% of the cost of the Services that Contractor will provide under this Contract. Contractor's matching contribution will be a minimum of $25,000.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part. Any attempt by Contractor to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 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's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contractor personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right

of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Second District Supervisor or his/her designee shall represent the County in all matters pertaining to the Services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. Except as provided under Section D of this Contract or as otherwise delegated by the Board of Supervisors, if this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C.14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors 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 with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

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 service for the County, on County property, or while using County equipment:

C.15.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.15.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

C.15.3 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.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

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.

C.18 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.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial

data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays
Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents
All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for Services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 RESERVED.

C.30 Air, Water Pollution Control, Safety and Health
Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records
Contractor shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties
Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information
No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County
In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance
Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party,

shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

C.36.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

C.36.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

C.36.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C.37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County and the Contractor each reserve the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the Services described herein. Upon such termination, payment will be made to the Contractor for Services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue Services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

County may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in County funding for the Contract activity or if for any reason the timely completion of the Services described in Section A or B under this Contract is rendered improbable, infeasible or impossible.

Upon Contract termination, Contractor shall immediately transfer to County all County Funds on hand at the time of expiration and any accounts receivable attributable to the use of County Funds.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

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.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of Services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.45 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

D. TERM OF CONTRACT

The Contract is effective as of April 8, 2025 and expires April 7, 2026 but may be terminated earlier in accordance with provisions of this Contract.

The County Chief Executive Officer, at the direction of the Second District Supervisor, may extend the term of the Contract, in writing, to allow Contractor to complete all requirements in the Contract under the following conditions:

a. In aggregate all extensions do not exceed twelve (12) calendar months;
b. Are specifically requested by Contractor;
c. Will not change the project goals or scope of Services;
d. Are in the best interests of County and Contractor in performing the scope of Services under this Contract; and
e. Do not alter the amount of compensation under this Contract.

E. RESERVED.

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed $100,000 and is subject to availability of funds to the County. The consideration to be paid to Contractor, as provided

herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.

F.2 Any costs in excess of the amount available in this section shall be the sole responsibility of Contractor. This condition however, does not preclude County from providing additional funding at its sole discretion. For the purpose of this Contract, County shall disburse compensation and monitor the Contractor's performance in satisfying the scope of work obligations under the terms of this Contract.

Disbursement of funds to Contractor shall be made in one lump sum. Upon review/approval by County, County shall make payment to Contractor within thirty (30) working days after receipt of Contractor's invoice or the resolution of any billing dispute. Contractor shall email County the Contractor's invoice requesting one lump sum payment. The invoice(s) shall reflect the Entity Payable To Name and Address, Invoice Date, Invoice Number, Project Name, Contract Number, County-Issued Purchase Order (if applicable), the text "Final Invoice", amount due, in a format acceptable to the County for Services performed under this Contract. Contractor shall email invoice to County Administrative Office-Finance and Administration (County Finance) and shall include in the Subject Line: BOS – ENTITY NAME – PROJECT NAME – CONTRACT NUMBER – PO # [PURCHASE ORDER NUMBER]" (i.e. BOS-SAN BERNARDINO COUNTY-EDUCATION PROGRAM — 25-NNN – PO 4100NNNNNN).

Contractor shall submit a final expenditure report documented with "audit ready" supportive evidence of each expenditure and proof of payment until all funds have been justified 60 days after project completion. Documentation shall be submitted electronically, and Contractor shall supply hard copies upon request by County. Supportive evidence shall include, but is not limited to, copy of County's approval email to Contractor, quotes, copy(ies) of purchase order, packing slips, **a copy** of the invoice submitted by Contractor requesting one lump sum payment from County, invoices paid by the Contractor for this project, proof of payment, etc., to County Finance. Email to County Finance shall include in the Subject Line: BOS – ENTITY NAME – PROJECT NAME – CONTRACT NUMBER – PO # [PURCHASE ORDER NUMBER]"-SUPPORTIVE DOCUMENTS.

F.3 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

F.4 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the Services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

F.5 Costs for Services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

F.6 Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for Services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

F.7 Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In

addition, Contractor is encouraged to utilize local transportation Services, including but not limited to, the Ontario International Airport.

F.8 Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract.

F.9 If the Contractor does not use the County funds provided under this Contract to pay appropriate costs associated with the scope of Services by the termination date of this Contract, the Contractor shall return the County funds, or any unused portion thereof, to the County in accordance with any directions issued by County staff, within 60 days of written demand for the return of the County funds.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its 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 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 "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.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder, which certificates shall provide that such insurance shall not be terminated

or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

G.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.11.1 Workers' Compensation/Employer's Liability – 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.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

G.11.2 Commercial/General Liability Insurance – 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 one million dollars ($1,000,000), 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. $2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on 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 one million dollars ($1,000,000) 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 two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 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.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of Services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
c. Withhold funds pending duration of the breach; and/or
d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item “b” of this paragraph; and/or
e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
CAO – Finance and Administration
385 N. Arrowhead Ave., Fourth Floor
San Bernardino, CA 92415
Attn: BOS Finance Analyst

City of Fontana
8353 Sierra Ave.
Fontana, CA 92335
Attn: Deputy City Manager Phillip Burum

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. CONTRACT EXECUTION

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 email 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.

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 the San Bernardino County

By

Deputy

CITY OF FONTANA

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name Phillip Burum

(*Print or type name of person signing contract)*

Title Deputy City Manager

(Print or Type)

Dated:

Address 8353 Sierra Ave.

Fontana, CA 92335

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Julie Surber, Principal Assistant County Counsel		
Date	Date	Date

8353 Sierra Avenue
Fontana, CA 92335

File #: 25-0084
Agenda #: A.

Agenda Date: 3/25/2025
Category: Public Hearing

FROM:
Finance

SUBJECT:
Quarterly Lien Action for Delinquent Sewer, Rubbish and Weed Abatement Accounts

RECOMMENDATION:

1. Authorize staff to complete and record lien notices against real property for those sewer accounts sixty days or more delinquent as described in Certified Lien List and direct staff to forward recorded liens to the County for collection.

2. Authorize staff to complete and record liens against real property for those rubbish accounts more than ninety days delinquent as described in the Certified Lien List and direct staff to forward recorded liens to the County for collection.

3. Adopt **Resolution No. 2025-020,** of the City Council of the City of Fontana adopting the statement of unpaid expenses for weed abatement and imposing a lien against real property for payment thereof.

COUNCIL GOALS:

- To operate in a businesslike manner by becoming more service oriented.
- To practice sound fiscal management by developing long-term funding and debt management plans.
- To improve public safety by increasing operational efficiency, visibility, and availability.

DISCUSSION:
Public Hearings on proposed liens are scheduled quarterly to allow for timely collections and recording of indebtedness. The lien process protects revenues due to the City which would have otherwise been subject to loss through skipped accounts or property transfers.

The proposed lists (one each for sewer, rubbish and weed abatement) are on file with the City Clerk. Each account has had notification by mail regarding the public hearing and intent to record the lien amount, as well as regular billing notification and legal advertisement as required by City Code. Further, with respect to Weed Abatement, all property owners had the opportunity to protest weed abatement citations through an administrative hearing process.

The lists recommended for adoption contain the following:

Type of Account	Number of Properties	Current Lien Amount	Receivables Protected to Date
Sewer	195	$75,382.11	$4,389,792.54
Rubbish*	374	$43,499.04	$9,572,137.78
Weed Abatement	86	$72,583.72	$4,273,210.95

*Collections are payable to Fontana Rubbish

An administrative fee will be included to offset the City's costs to record the lien, as well as the County fee associated with release of the lien to ensure that property titles are cleared once payment has been made. All properties with unpaid liens as of July 1st will be automatically placed on the property tax rolls for collection.

FISCAL IMPACT:
The approval of this item will result in liens in the approximate total amount of $191,464.87 to be recorded and placed on the County property tax roll for collection. This action will prevent increases in customer charges due to uncollectible accounts. The Sewer lien list receivable amount was included as revenue to the Sewer Operations Maintenance Fund in current and prior budget periods. The recording of Rubbish liens will strengthen Fontana Rubbish's ability to collect, thereby increasing the amount generated by the 12% franchise fee they remit to the City.

MOTION:
Approve staff recommendation.

CITY OF FONTANA, CALIFORNIA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF FONTANA WILL HOLD A PUBLIC HEARING CONCERNING THE RECORDING OF REAL PROPERTY LIENS AGAINST PROPERTIES SERVED BY THE CITY OF FONTANA RUBBISH COLLECTION CONTRACTOR (BURRTEC WASTE) FOR THOSE ACCOUNTS MORE THAN NINETY DAYS DELINQUENT, AND FURTHER, THE FORWARDING OF SAID LIENS TO THE COUNTY ASSESSOR'S OFFICE FOR ADDITION TO THE EXTENDED PROPERTY TAX ROLLS FOR COLLECTION. COPIES OF THE CERTIFIED LIEN LIST ARE AVAILABLE AT THE UTILITY BILLING DIVISION PUBLIC SERVICE COUNTER, 8353 SIERRA AVENUE, FONTANA, CALIFORNIA.

IF YOU CHALLENGE IN COURT ANY ACTION TAKEN CONCERNING A PUBLIC HEARING ITEM, 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 AT, OR PRIOR TO, THE PUBLIC HEARING.

DATE OF HEARING: MARCH 25, 2025

TIME OF HEARING: 2:00 P.M.

PLACE OF HEARING: CITY HALL COUNCIL CHAMBERS
8353 SIERRA AVENUE
FONTANA, CA 92335

ANY INTERESTED PARTY MAY APPEAR AT THE HEARING AND PRESENT ANY INFORMATION WHICH MAY BE OF ASSISTANCE TO THE CITY COUNCIL. IF YOU HAVE ANY QUESTIONS CONCERNING THIS MATTER, PLEASE CONTACT THE CUSTOMER SERVICE STAFF AT (909) 822-2396.

PUBLISH: MARCH 7, 2025
MARCH 14, 2025

PROOF OF PUBLICATION REQUESTED

CITY OF FONTANA, CALIFORNIA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF FONTANA WILL HOLD A PUBLIC HEARING CONCERNING THE RECORDING OF REAL PROPERTY LIENS AGAINST PROPERTIES SERVED BY THE CITY OF FONTANA SANITARY SEWER SYSTEM FOR THOSE ACCOUNTS SIXTY DAYS OR MORE DELINQUENT, AND FURTHER, THE FORWARDING OF SAID LIENS TO THE COUNTY ASSESSOR'S OFFICE FOR ADDITION TO THE EXTENDED PROPERTY TAX ROLLS FOR COLLECTION. COPIES OF THE CERTIFIED LIEN LIST ARE AVAILABLE AT THE UTILITY BILLING DIVISION PUBLIC SERVICE COUNTER, 8353 SIERRA AVENUE, FONTANA, CALIFORNIA.

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TIME OF HEARING: 2:00 P.M.

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8353 SIERRA AVENUE
FONTANA, CA 92335

ANY INTERESTED PARTY MAY APPEAR AT THE HEARING AND PRESENT ANY INFORMATION WHICH MAY BE OF ASSISTANCE TO THE CITY COUNCIL. IF YOU HAVE ANY QUESTIONS CONCERNING THIS MATTER, PLEASE CONTACT THE UTILITY BILLING CUSTOMER SERVICE STAFF AT (909) 350-7670.

PUBLISH: MARCH 7, 2025
MARCH 14, 2025

PROOF OF PUBLICATION REQUESTED

10CITY OF FONTANA, CALIFORNIA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF FONTANA WILL HOLD A PUBLIC HEARING CONCERNING THE RECORDING OF REAL PROPERTY LIENS AGAINST PROPERTIES PROVIDED WEED ABATEMENT SERVICES THROUGH THE CITY'S WEED ABATEMENT PROGRAM FOR THOSE ACCOUNTS THIRTY DAYS OR MORE DELINQUENT AND FURTHER, THE FORWARDING OF SAID LIENS TO THE COUNTY ASSESSOR'S OFFICE FOR ADDITION TO THE EXTENDED PROPERTY TAX ROLLS FOR COLLECTION. COPIES OF THE CERTIFIED LIEN LIST ARE AVAILABLE AT THE CUSTOMER SERVICE DIVISION PUBLIC SERVICE COUNTER, 8353 SIERRA AVENUE, FONTANA, CALIFORNIA.

IF YOU CHALLENGE IN COURT ANY ACTION TAKEN CONCERNING A PUBLIC HEARING ITEM, 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 AT, OR PRIOR TO, THE PUBLIC HEARING.

DATE OF HEARING: MARCH 25, 2025

TIME OF HEARING: 2:00 P.M.

PLACE OF HEARING: CITY HALL COUNCIL CHAMBERS
8353 SIERRA AVENUE
FONTANA, CA 92335

ANY INTERESTED PARTY MAY APPEAR AT THE HEARING AND PRESENT ANY INFORMATION WHICH MAY BE OF ASSISTANCE TO THE CITY COUNCIL. IF YOU HAVE ANY QUESTIONS CONCERNING THIS MATTER, PLEASE CONTACT THE BUSINESS SERVICES CUSTOMER SERVICE STAFF AT (909) 350-7683.

PUBLISH: MARCH 7, 2025
MARCH 14, 2025

PROOF OF PUBLICATION REQUESTED

RESOLUTION NO. 2025-020

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, ADOPTING STATEMENT OF UNPAID EXPENSES FOR WEED ABATEMENT AND IMPOSING A LIEN AGAINST PROPERTY FOR PAYMENT

WHEREAS, the City of Fontana ("City") has conducted its weed abatement program pursuant to the Fontana City Code, Section 27-1 *et. seq.*; and

WHEREAS, at its meeting on March 25, 2025, the City Council discussed and considered all expenses and other costs of abatement which have remained unpaid to date, as specified in the Statement of Unpaid Expenses for Weed Abatement, on file with the City Clerk for public review and incorporated herein by reference ("Statement"); and

WHEREAS, the City Council has read or heard and considered all evidence and testimony presented to it with respect thereto;

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

Section 1. Recitals. The above recitals are true, correct and by this reference incorporated herein.

Section 2. Findings/ Approvals. All expenses and other costs noted on the Statement which remain unpaid to the City as of March 25, 2025, shall constitute a lien upon the real property against which the nuisance was abated, and shall be collected in any lawful means available to the City.

Section 3. Findings/ Approvals. The City Clerk is directed to file for recording a "Notice of Lien for Weed Abatement" with the Office of the Recorder for San Bernardino County after March 25, 2025, against those real properties listed on the Statement for any expenses and other costs noted on the Statement which remain unpaid to the City.

Section 4. The Auditor/Controller shall include the amount of the expenses on the bills for taxes levied against the real property against which the expenses have been imposed, and the same shall be collected in the same manner and together with the general taxes for the County of San Bernardino, and shall be subject to the same penalties, interest and collection.

Section 5. Effective Date. This Resolution shall become effective immediately.

Section 6. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are

severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 7. Certification. The City Clerk shall certify to the adoption of this Resolution.

Section 8. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Resolution is based are located at the City Clerk's office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian of records is the City Clerk.

APPROVED AND ADOPTED this 25th day of March, 2025.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 25th day of March, 2025, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

File #: 25-0023
Agenda #: B.

Agenda Date: 3/25/2025
Category: Public Hearing

FROM:
Housing

SUBJECT:
Public Hearing and Adoption of Housing and Urban Development (HUD) Planning Documents including the Five-Year Consolidated Plan (2025-2029), the One-Year Annual Action Plan (2025-2026), and the Analysis of Impediments (2025-2029)

RECOMMENDATION:
1. Adopt the draft Five-Year Consolidated Plan (2025-2029); and

2. Adopt the draft FY2025-26 Annual Action Plan for Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) programming; and

3. Adopt the draft Analysis of Impediments to Fair Housing Choice (2025-2029); and

4. Authorize the City Manager, or City Manager's designee, to execute and transmit any documents necessary or desirable, including but not limited to purchase agreements that may include acquisitions costs up to the full amount of the allocated funds, to ensure the City's timely receipt and execution of Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) programs; and

5. Authorize the City Manager, or City Manager's designee, to execute and transmit any documents necessary or desirable, including but not limited to purchase agreements that may include acquisitions costs up to the full amount of the allocated funds, to facilitate the timely administration of the Community Development Block Grant (CDBG) Acquisition, Rehabilitation, and Rental Program including but not limited to property purchase agreements; and

6. Authorize the City Manager, or City Manager's designee, to award and execute any construction contracts up to $200,000 to facilitate the timely administration of the Community Development Block Grant (CDBG) Acquisition, Rehabilitation, and Rental Program.

COUNCIL GOALS:
- Increase citizen involvement by seeking community input.
- Practice sound fiscal management by producing timely and accurate financial information.
- Practice sound fiscal management by pursing grant opportunities.
- Concentrate on Inter-governmental relations by pursuing financial participation from county, state and federal governments.

DISCUSSION:
The City of Fontana receives Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) funds from the U.S. Department of Housing and Urban Development (HUD) each year. To continue receiving these funds, the City is required to prepare and submit a new Five-Year Consolidated Plan (2025-2029), which establishes a unified, strategic vision for housing, community and economic development actions.

Each year, HUD requires the submission of a One-Year Annual Action Plan that describes planned projects along with one-year goals and budgets for the CDBG, HOME and ESG projects during the upcoming program year. The draft 2025-2026 Action Plan represents the first-year program as described in the draft Five-Year Consolidated Plan. The draft documents submitted for consideration fulfills the HUD requirements.

In addition, the City is required to prepare a new Analysis of Impediments for Fair Housing, which assesses the fair housing needs of the City's residents, identifies fair housing impediments and provides recommended actions to address those impediments.

Consolidated Plan (2025-2029)
The draft Consolidated Plan covers the period of July 1, 2025 to June 30, 2030. It identifies housing, community needs and strategies to address those needs supported by overall goals. The needs analysis took into account available demographic, housing and economic data from the 2020 American Community Survey 5-Year Estimates and other HUD-supplied data, public hearings, community meetings, and consultations with local agencies and stakeholders. The City conducted a community needs survey that was available to the public online and in hardcopy format. The City received a total of 476 responses and a summary is included in the Plan. The strategies and goals for using CDBG, HOME and ESG funds to address local priority needs are aligned with HUD's national goals to provide decent housing, a suitable living environment and expand economic opportunity for low- and moderate- income families.

The draft Consolidated Plan includes five (5) priority needs and goals to be addressed through the implementation of projects in each One-Year Annual Action Plan. The priority needs are:

1. Preserve the supply of affordable housing
2. Expand the supply of affordable housing
3. Ensure equal access to housing opportunities
4. Prevent and eliminate homelessness
5. Provide public services to low-income residents

One-Year Action Plan (2025-2026)
The draft Action Plan covers the period of July 1, 2025, to June 30, 2026. It outlines the one-year goals and budgets for the CDBG, HOME and ESG programs, and the planned projects to address the priority needs and goals identified in the Consolidated Plan.

If additional funds become available during the program year from unanticipated increases in appropriations, savings from completed projects or dropped projects, the City will use those funds for the rental acquisition and rehabilitation program without amending the Action Plan.

This year, the City anticipates receiving $1,900,000 of CDBG funds, $600,000 of HOME funds and $170,000 of ESG funds from HUD. In addition, the City has prior year CDBG funds and HOME funds that are dedicated to various rental housing projects including the CourtPlace Apartment project.

As of the time of this item, the City has not received formal notification of the funding allocations. Once they are received, staff will adjust the budget accordingly based on overall decreases in funding.

The following CDBG projects are included in the draft FY2025-2026 Action Plan:

Activity	**Budget (Estimated)**
Fair Housing Services	$37,500
Affordable Rental Housing Development	$1,235,000
Senior Recreation Scholarships	$70,000
Public safety	$215,000
Program Administration	$342,500

The CDBG Acquisition, Rehabilitation, and Rental Program is designed to increase the City's affordable housing stock by purchasing, rehabilitating, and renting single-family properties to income-eligible households at or below 80% Area Median Income (AMI). The Housing staff bids on and purchases properties that are available on the market for sale and then rehabilitates them, in order to offer suitable living conditions for low-income families.

In order to have a successful program and to ensure that staff is able to compete with private purchasers, the following processes have been established:

- The Housing Development Manager would be authorized to submit offers on potential properties;
- The Deputy City Manager (for purchases up to $50,000) or the City Manager (for all purchases, over $50,000 and up to the full amount of allocated funds) would be authorized to finalize any contractual and/or escrow documents in order to purchase the properties.
- Only the City Manager would be authorized to sign the Certificate of Acceptance that is attached to the Grant Deed to complete the acquisition.

Lastly, if a property that is purchased through the CDBG Acquisition, Rehabilitation, and Rental Program requires any rehabilitation to bring it up to suitable living conditions, Housing staff would create and bid out the necessary items to satisfy any necessary codes and/or regulations. Authorizing the City Manager, or their designee, to award and execute construction contracts up to $200,000 would facilitate the timely administration of the program and provide homes to income-eligible families expediently.

Staff will report to City Council annually on property purchases in the Consolidated Annual Performance and Evaluation Report (CAPER).

The following HOME projects are included in the draft Action Plan:

ActivityBudget (Estimated)	

Affordable Rental Housing Development	$540,000
Program Administration	$60,000

The following ESG projects are included in the draft Action Plan:

ActivityBudget (Estimated)	
Homeless Prevention	$70,762.00
Rapid Rehousing	$70,762.00
Emergency Shelter	$15,726.00
Program Administration	$12,750

Citizen Participation in the Development of all Plans

In compliance with federal regulations and the City's adopted Citizen Participation Plan, the Notice of Public Hearing and notice of availability of the aforementioned draft documents were published in the Press Enterprise, San Bernardino Sun and the El Chicano on February 20, 2025.

The draft documents were made available for public review and comment from February 24, 2025 through March 25, 2024 at the Library and multiple locations at City buildings. Additionally, it was posted on the City's website. The Public Hearing scheduled for March 25, 2025, at 2:00 p.m. provides another opportunity for public input. Any and all comments received during the process (at public meetings and/or in writing) with respect to a particular draft document will be incorporated into the final draft document, as applicable, prior to submission to HUD.

Analysis of Impediments to Fair Housing

The Draft Analysis of Impediments assesses factors that hinder individuals of similar income levels in the same housing market from having a like range of housing choice available to them regardless of race, color, ancestry, national origin, religion, age, sex, disability, marital status, familial status, source of income, sexual orientation or any other arbitrary factor. It then identified actions that can be taken to address those factors.

To affirmatively promote equal housing opportunity, a community must work to remove or mitigate impediments to fair housing. To meet this requirement, the City must certify its commitment to actively further fair housing choice, maintain fair housing records and conduct an analysis of impediments of fair housing.

The Draft Analysis of Impediments identified five (5) fair housing issues, eight (8) factors contributing to those issues, and associated goals to address those factors. No new impediments were identified from the previous report.

Issues

1. Concentrations of racial/ethnic groups in Central, South, East, and Northwest Fontana.
2. Racially/ethnically concentrated areas of poverty in Central Fontana.
3. Disparities in access to high-performing schools, employment, and environmentally healthy neighborhoods for Hispanic and low-income residents.
4. Disproportionate housing problems for American Indian and Alaska Native, Asian, Pacific Islander, and Black/African American households in different income ranges.
5. Disparities in access to homeownership for Black, Hispanic, and Native American

households.

Factors & Goals:

Factor #1: Lending Discrimination

Goal #1 Monitor lending data; market and communicate the City's Fair Housing commitment and resources to buyers and lenders

Factor #2: Discrimination Based on Disability

Goal #2 Continue working with Fair Housing provider to respond to instances of believed discrimination, facilitating accessibility reviews of multi-family properties, and distributing design and construction information with building permit inquiries.

Factor #3: Fair Housing Education

Goal #3 Continue supporting Fair Housing provider educational initiatives and encouraging collaboration with local realtors.

Factor #4: Transit Access

Goal #4 Build and expand public transportation opportunities servicing the Falcon Ridge / Summit Avenue Job Center and the Southwest Industrial / Jurupa Hills Job Centers.

Factor #5: Reasonable Accommodation

Goal #5 Develop a policy to provide relief from Code regulations and permitting procedures that have a discriminatory effect on housing for individuals with disabilities.

Factor #6: Public Investment in Specific Neighborhoods

Goal #6 Engage community to understand need and engage developer to provide responsive affordable housing options.

Factor #7: Availability of Affordable Housing

Goal #7 Streamline affordable housing projects, provide additional incentives when funding is available, work with developer to potentially utilize the existing Inclusionary Ordinance.

Factor #8: Access to Proficient Education

Goal #8 Support housing opportunities adjacent to educational institutions and schools and partner with FUSD annually to gather insight via community outreach about key housing and economic needs of FUSD families and students.

FISCAL IMPACT:

The fiscal impact associated with this approval of this item is approximately $1.9M of federal Community Development Block Grant (CDBG) program funds, $600,000 of HOME Investment Partnerships (HOME) funds, and $170,000 of Emergency Solutions Grant (ESG) funds and will be included in the proposed 2025-26 budget in various Fund 362 and 363 projects as follows:

Project # 30200011-362 $380,000
Project # 30200012-362 $170,000
Project # 04032033-362 $215,000
Project # 30200017-363 $60,000
Project # 30200016-362 $70,000
Project # 30200006-363 $540,000
Project # 30200002-362 $1,235,000

MOTION:
Approve Staff Recommendation

DRAFT

CONSOLIDATED PLAN

2025-2029

ANNUAL ACTION PLAN

2025-2026

Presented to the U.S. Department of Housing and Urban Development (HUD)

Office of Community Planning and Development

February 2025

FONTANA
CALIFORNIA

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Executive Summary

ES-05 Executive Summary

The City of Fontana has prepared the *2025-2029 Consolidated Plan* as required to receive federal Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME), and Emergency Shelter Grant (ESG) funds. The Consolidated Plan provides the United States Department of Housing and Urban Development (HUD) with a comprehensive assessment of the City's housing and community development needs and outlines the City's priorities, objectives, and strategies for the investment of CDBG and HOME funds to address these needs over the next five years, beginning July 1, 2025, and ending June 30, 2030.

The City receives CDBG, HOME, and ESG funds from HUD on a formula basis each year, and in turn, awards grants, and loans to nonprofit, for-profit or public organizations for programs and projects in furtherance of this Plan. These programs provide for a wide range of eligible activities to address the needs of Fontana residents.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

The Housing and Community Development Act of 1974 created the CDBG Program with three primary objectives against which HUD evaluates the *Consolidated Plan* and the City's performance. Those primary objectives are decent housing, suitable living environments, and expanded economic opportunities for low- and moderate-income persons. The CDBG regulations require each activity meet one of the following national objectives:

- Benefit low- and moderate-income persons; or
- Aid in the prevention or elimination of slums and blight; or
- Meet other community development needs having a particular urgency (usually the result of a natural disaster).

HOME INVESTMENT PARTNERSHIPS (HOME)

The Cranston-Gonzalez National Affordable Housing Act of 1990 created the HOME program to expand the supply of affordable housing for low- and moderate-income households. Often used in partnership with local nonprofit housing development organizations, the HOME program can support a wide range of affordable housing activities, including building, buying, and/ or rehabilitating rental and ownership housing or providing direct rental assistance to low- and moderate-income people.

EMERGENCY SHELTER GRANT (ESG)

The ESG program provides grantees with resources to be used within the context of the *Consolidated Plan* and the regional Continuum of Care (CoC) strategy to address homelessness. Eligible ESG activities include:

- Street outreach: Outreach to unsheltered homeless individuals and families to connect them with emergency shelter, housing or critical services;
- Emergency shelter: Major rehabilitation, conversion or renovation of a building to be used as emergency shelter for homeless persons; essential services such as case management, childcare, education services, employment and job training; shelter operations such as maintenance, rent, repair, security, fuel, insurance, utilities, relocation and furnishings;
- Homelessness prevention: Housing relocation and stabilization services and short- and/or medium-term rental assistance to prevent homelessness if annual income is 30% or less of AMI and assistance is necessary to regain stability in current permanent housing or move into other permanent housing; and
- Rapid re-housing: Housing relocation and stabilization services and short-and/or medium-term rental assistance to help individuals or families living in shelters or in places not meant for human habitation move into permanent housing and achieve stability.

ESG funds include a 1:1 match requirement and must be fully expended within 24 months. ESG funds further the objectives of the San Bernardino County Continuum of Care.

The City anticipates allocations of $1,900,000 CDBG, $600,000 HOME, and $170,000 ESG funds for the 2025-2026 Program Year. The 2025-2026 Action Plan allocates these resources and $4,027,916 in HOME Prior Year and Program Income funds to fund program activities listed below that will be implemented from July 1, 2024, to June 30, 2025.

2025-2026 CDBG ACTIVITIES

PUBLIC SERVICES ACTIVITIES

Public Safety	$215,000
Youth/ Senior Scholarship Program	$75,000

CAPITAL ACTIVITIES

Affordable rental housing	$1,235,000

PROGRAM ADMINISTRATION ACTIVITIES

Fair Housing Services	$37,500
CDBG Administration	$342,500

2025-2026 HOME ACTIVITIES

HOUSING ACTIVITIES

CHDO Set-Aside	$90,000
Project	$450,000

PROGRAM ADMINISTRATION ACTIVITIES

HOME Program	$62,039

2025-2026 HOME ACTIVITIES

Homeless assistance services	$157,250

PROGRAM ADMINISTRATION ACTIVITIES

ESG Program	$12,750

Summary of the objectives and outcomes identified in the Plan needs assessment Overview

The priority needs and goals identified in the Plan are based on analysis of information including the results of the Community Needs *survey*s and the housing and community development data elements required by HUD. Data required by HUD includes the 2016-2020 American Community *survey* (ACS) 5-Year Estimates and the Comprehensive Housing Affordability Strategy (CHAS) covering the same time. Other sources of information used to identify needs and establish priorities were obtained through publicly available data.

In consideration of community input and available data, the five priority needs listed below are established as part of this Plan:

- Expand the supply of affordable housing
- Preserve the supply of affordable housing
- Equal access to housing opportunities
- Prevent and eliminate homelessness
- Public services for residents

Consistent with HUD's national goals for the CDBG and HOME programs to provide decent housing opportunities, maintain a suitable living environment and expand economic opportunities for low- and moderate-income residents, the priority needs listed above will be addressed over the next five years through the implementation of activities aligned with the following measurable goals included in the *Strategic Plan* section of this Plan.

Table 1 - *Strategic Plan* Summary

Goal Name	Needs Addressed	Funding	Goal Outcome Indicator
Goal 1: Affordable Housing	-Preserve the supply of affordable housing -Expand the supply of affordable housing	HOME: $## CDBG: $6,175,000	-Rental units constructed: 11 households/ housing units -Rental units rehabbed: 15 households/ housing units -Homeowner Housing Rehabbed: 50 households/ housing units -Housing Units TBRA/RRH: # Households Assisted
Goal 2: Fair Housing Services	Ensure equal access to housing opportunities	CDBG: $187,500	Other: 5 years
Goal 3: Homeless Services	Prevent and eliminate homelessness	ESG: $786,250	Tenant-based rental assistance/ Rapid rehousing: 20 Households Assisted Homelessness Prevention: 500 Persons Assisted
Goal 4 Provide services for families with low incomes	Public services for residents	CDBG: $250,000	Public services other than Low/ Moderate Income Housing Benefit: 64,425 persons assisted

Evaluation of past performance

The investment of HUD resources during the 2019-2023 Program Years had widespread impact in Fontana, from assistance to individuals and families, to improvements to the built environment. During Program Year 2019, the global coronavirus pandemic struck and in 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES). The City received $2,467,484 CDBG-CV and $2,343,005 ESG-CV funds to prevent, prepare for, and respond to the virus in the community. The World Health Organization, based on evidence, has ended pandemic status and the national public health emergency has ended.

Together with other federal, state, and local investments, HUD resources allowed the City of Fontana and its partners to provide assistance to low and moderate-income people through community and supportive services, community facilities and infrastructure, homeownership, rehabilitation and homelessness during the last five years. The City continues to effectively implement its activities and align projects and programs with the City's overall strategies and goals. A full review of past performance is available in the Consolidated Annual Performance and Evaluation Reports (CAPERs) that can be accessed through the City's website at https://www.fontanaca.gov/622/Federal-Grant-Programs. In summary, as of June 30, 2024:

- 44 low- or moderate owner-occupied homes were rehabbed.
- Eight affordable rental units were constructed.
- 12 affordable rental units were rehabbed.
- Over 900 residents received fair housing services.
- 17 households experiencing homelessness were placed in permanent housing.
- 400 households at risk of homelessness received rental assistance and were able to remain stably housed.
- Thousands of residents in low- and moderate-income areas benefited from public safety programming.
- Over 200 seniors and 10 youth receive scholarships to participate in Parks and Recreation programming.

Summary of citizen participation process and consultation process

The *Consolidated Plan* regulations at 24 CFR Part 91 provide the citizen participation and consultation requirements for the development of the *Consolidated Plan*. Chief among those requirements is the need to consult with the Continuum of Care (CoC) to address homelessness, Public Housing Authorities (PHA), business leaders, civic leaders, and public or private agencies that address housing, health, social service, victim services, employment, or education needs of low-income individuals and families, homeless individuals and families, youth and/or other persons with special needs. Information supplied by these community stakeholders, together with objective data resulted in a well-

informed planning document that reflects the housing, community and economic development needs and priorities for the City of Fontana over the next five years.

In September 2024, the City held a public hearing, two public meetings, and opened the Community Needs *survey*. In November 2024 the City held two virtual stakeholder meetings. The draft *Consolidated Plan* and amended Citizen Participation Plan was made publicly available for 30-days for review and comment to afford citizens and local and regional organizations representing low- and moderate-income residents the maximum feasible opportunity to provide input on the housing and community development needs. In March 2025, the City will hold a public hearing to adopt the *Consolidated Plan* and Citizen Participation Plan. The public hearings, community meetings, Community Needs survey, and public comment period were publicly noticed.

Summary of public comments

TBD

Summary of comments or views not accepted and the reasons for not accepting them

TBD

Summary

Analysis of ACS and CHAS data, review of local plans, consultation with the community through the Community Needs *survey*, public meetings, stakeholder roundtable, and interdepartmental meetings revealed five high priority needs to be addressed through the investment of an anticipated $9.5 million CDBG, $ 3.0 million HOME, and $850,000 ESG funds over the five-year period of the *Consolidated Plan*. The investment of CDBG, HOME, and ESG funds in eligible activities shall be guided principally by the five goals of the *Strategic Plan*. Activities must conform to one of the *Strategic Plan* strategies and the associated action-oriented, measurable goals to receive consideration for CDBG, HOME, or ESG funding.

The Process

PR-05 Lead & Responsible Agencies

Describe agency/entity responsible for preparing the *Consolidated Plan* and those responsible for administration of each grant program and funding source.

The following are the agencies/entities responsible for preparing the *Consolidated Plan* and those responsible for administration of each grant program and funding source.

Table 2– Responsible Agencies

Agency Role	Name	Department/Agency
CDBG Administrator	Fontana	Housing Department
HOME Administrator	Fontana	Housing Department
ESG Administrator	Fontana	Housing Department

Narrative

The Housing Department of the City of Fontana is the lead agency responsible for the administration of the CDBG, HOME, and ESG programs, and projects. Policy and funding approvals are decided by the City Council, which consists of the Mayor, who is elected at-large and four City Council Members from each of four council districts. Decisions regarding implementation of activities within the *Consolidated Plan* are based on staff recommendations and input from the residents.

The City contracted with MDG Associates, Inc. to prepare the 2025-2029 *Consolidated Plan*. In the development of this *Consolidated Plan*, the City and MDG Associates, Inc. implemented a comprehensive citizen participation and consultation process and conducted a needs assessment and market analysis to identify levels of relative need regarding affordable housing, homelessness, special needs, and community development. This information was gathered through consultation with stakeholders and community meetings, review of demographic and economic data, and housing market analysis.

In the implementation of the 2025-2029 *Consolidated Plan* and each of the five Annual Action Plans, Housing Department staff shall be responsible for all grants planning, management, and monitoring duties necessary to comply with HUD regulations and City policy.

***Consolidated Plan* Public Contact Information**

Mary Aguilar, Grant Analyst
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housing@fontanaca.gov
(909) 350-6606

PR-10 Consultation

As part of the preparation of the *Consolidated Plan* the City reached out for consultation to agencies, groups, and organizations involved in the development of affordable housing, creation of job opportunities for low- and moderate-income residents, and/or provision of services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons. To facilitate this consultation, the City solicited feedback through the following methods:

- Community Needs survey (web-based and paper-surveys)
- Community and stakeholder meetings
- Public hearings
- Receipt of written or oral comments

The input received from these consultations helped establish and inform the objectives and goals described in the *Strategic Plan*.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The City recognizes the importance of careful coordination and alignment among various service providers to maximize the effectiveness of its CDBG, HOME, and ESG allocations. As a result, during the development of this *Consolidated Plan*, the City consulted with community organizations and City Departments. Outreach efforts included surveys, public noticing, and invitation to the community and stakeholder meetings a. Outreach was made to over 100 organizations and agencies including:

- Nonprofit services providers,
- Affordable and market rate housing developers,
- Housing advocates,
- Public agencies (such as the school district and Public Housing Authority)
- Economic development and employment organizations
- Community and neighborhood groups, and
- Neighboring cities and communities.

The City further recognizes the importance of continued coordination and alignment during the upcoming five-year planning period with these organizations and agencies. The City will strengthen relationships and alignment among these organizations in the implementation of projects using CDBG and HOME funds.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

San Bernardino County's homeless Continuum of Care (CoC) is comprised of a network of public, private, faith-based, for-profit, and non-profit service providers who utilize several federal, state, and local resources to provide services for homeless people. The region's municipalities, including the City of Fontana, also provide resources for services that assist the homeless and those at risk of becoming homeless. The non-profit and faith-based community plays a key role in the current CoC system. Hundreds of agencies throughout the County provide programs ranging from feeding the homeless on the street to creating permanent supportive housing opportunities. These services are available to homeless families with children, and individuals. The non-profit and faith-based community also serves special needs populations, such as victims of domestic violence, veterans, the disabled and youth.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City is an active participant in the San Bernardino County CoC and a member of the San Bernardino County Homeless Partnership (SBCHP) whose goal is to provide a system of care that is inclusive, well planned, coordinated and evaluated and is accessible to all how are homeless or at risk of becoming homeless. Each year, the City participates in the CoC's Point-in-Time Homeless Count and Subpopulation *survey*. During the development of the *Consolidated Plan*, the San Bernardino County CoC was consulted to provide information on homelessness. to determine the needs of our homeless population. The outreach list that follows includes homeless service providers, which are also involved with the CoC. The City aligns its ESG spending with CoC priorities to most productively address the need of the community.

Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 3– Agencies, groups, organizations who participated

LOCAL GOVERNMENT		
1	Agency/ Group/ Organization	City of Adelanto
	Type	Local Government; Housing; Services-Housing; Service-Children; Services-Elderly; Planning Organization
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment; Homelessness Strategy; Non-Homeless Special Needs; Economic Development; Lead-Based Paint Strategy; Anti-Poverty Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
2	Agency/ Group/ Organization	Town of Apple Valley
	Type	Local Government; Housing; Services-Housing; Service-Children; Services-Elderly; Planning Organization
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment; Homelessness Strategy; Non-Homeless Special Needs; Economic Development; Lead-Based Paint Strategy; Anti-Poverty Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
3	Agency/ Group/ Organization	City of Fontana City Manager's Office
	Type	Local Government; Housing; Services-Housing; Service-Children; Services-Elderly; Planning Organization
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment; Homelessness Strategy; Non-Homeless Special Needs; Economic Development; Lead-Based Paint Strategy; Anti-Poverty Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
4	Agency/ Group/ Organization	Fontana City Council
	Type	Local Government
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment; Homelessness Strategy; Non-Homeless Special Needs; Economic Development; Anti-Poverty Strategy

	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
5	Agency/ Group/ Organization	City of Fontana Police Department
	Type	Local Government; Emergency Management Agency; Services-Homeless
	What section of the Plan was addressed by Consultation?	Homeless Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
6	Agency/ Group/ Organization	City of Hesperia City Manager's Office
	Type	Local Government; Housing; Services-Housing; Service-Children; Services-Elderly; Planning Organization
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment; Homelessness Strategy; Non-Homeless Special Needs; Economic Development; Lead-Based Paint Strategy; Anti-Poverty Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
8	Agency/ Group/ Organization	City of Rancho Cucamonga
	Type	Local Government; Housing; Services-Housing; Service-Children; Services-Elderly; Planning Organization
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment; Homelessness Strategy; Non-Homeless Special Needs; Economic Development; Lead-Based Paint Strategy; Anti-Poverty Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
9	Agency/ Group/ Organization	City of Rialto Community Services
	Type	Local Government; Housing; Services-Housing; Service-Children; Services-Elderly; Planning Organization
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment; Homelessness Strategy; Non-Homeless Special Needs; Economic Development; Lead-Based Paint Strategy; Anti-Poverty Strategy

	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
10	Agency/ Group/ Organization	City of San Bernardino
	Type	Local Government; Housing; Services-Housing; Service-Children; Services-Elderly; Planning Organization
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment; Homelessness Strategy; Non-Homeless Special Needs; Economic Development; Lead-Based Paint Strategy; Anti-Poverty Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
11	Agency/ Group/ Organization	City of Upland
	Type	Local Government; Housing; Services-Housing; Service-Children; Services-Elderly; Planning Organization
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment; Homelessness Strategy; Non-Homeless Special Needs; Economic Development; Lead-Based Paint Strategy; Anti-Poverty Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
12	Agency/ Group/ Organization	City of Victorville
	Type	Local Government; Housing; Services-Housing; Service-Children; Services-Elderly; Planning Organization
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment; Homelessness Strategy; Non-Homeless Special Needs; Economic Development; Lead-Based Paint Strategy; Anti-Poverty Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
COUNTY GOVERNMENT		
13	Agency/ Group/ Organization	San Bernardino County Department of Behavioral Health, Homeless Services
	Type	Local Government; Publicly Funded Institution; Health Agency; Services-Homeless; Local Government; Continuum of Care

	What section of the Plan was addressed by Consultation?	Homelessness Strategy; Homelessness Needs – Chronically Homeless, Families with Children; Veterans, Unaccompanied Minors
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
14	Agency/ Group/ Organization	San Bernardino County Board of Supervisors District 2
	Type	Local Government
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment; Homelessness Strategy; Non-Homeless Special Needs; Economic Development; Anti-Poverty Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
15	Agency/ Group/ Organization	San Bernardino County District Attorney's Office, Victim Services
	Type	Services-Victims of Domestic Violence; Local Government
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
16	Agency/ Group/ Organization	San Bernardino County Economic Development Agency
	Type	Local Government; Regional Organization; Planning Organization
	What section of the Plan was addressed by Consultation?	Economic Development; Anti-Poverty Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
17	Agency/ Group/ Organization	San Bernardino County Office of Homeless Services
	Type	Continuum of Care; Services-Homeless; Regional Organization; Local Government
	What section of the Plan was addressed by Consultation?	Homelessness Strategy; Homelessness Needs – Chronically Homeless, Families with Children; Veterans, Unaccompanied Minors

	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
18	Agency/ Group/ Organization	Housing Authority of the County of San Bernardino
	Type	PHA; Public Land Agency
	What section of the Plan was addressed by Consultation?	Public Housing Needs; Homelessness Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
19	Agency/ Group/ Organization	San Bernardino County Library, Adult Literacy Services
	Type	Services-Education; Local Government
	What section of the Plan was addressed by Consultation?	Non-Housing Special Needs
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
20	Agency/ Group/ Organization	San Bernardino County Preschool Services Department
	Type	Services-Children; Services-Education; Local Government
	What section of the Plan was addressed by Consultation?	Other-Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
21	Agency/ Group/ Organization	San Bernardino County Superintendent of Schools
	Type	Services-Education; Services-Children; Services-Homeless; Publicly Funded Institution; Local Government
	What section of the Plan was addressed by Consultation?	Other-Non-Housing Community Development; Homelessness Strategy; Homelessness Needs –Families with Children, Unaccompanied Minors
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.

22	Agency/ Group/ Organization	San Bernardino County Transitional Assistance Department
	Type	Child Welfare Agency; Local Government
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs; Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
23	Agency/ Group/ Organization	San Bernardino County Veterans Affairs
	Type	Services-Homeless Veterans; Services-Elderly; Services-Health; Local Government
	What section of the Plan was addressed by Consultation?	Homelessness Strategy; Non-Homeless Special Needs; Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
24	Agency/ Group/ Organization	San Bernardino County Workforce Investment Board
	Type	Services – Employment; Regional Organization; Planning Organization
	What section of the Plan was addressed by Consultation?	Economic Development; Anti-Poverty Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
HOMELESSNESS		
25	Agency/ Group/ Organization	San Bernardino County Homeless Provider Network
	Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy; Homelessness Needs – Chronically Homeless, Families with Children; Veterans, Unaccompanied Minors
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
26	Agency/ Group/ Organization	A Place Along the Way
	Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy; Anti-Poverty

	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
27	Agency/ Group/ Organization	Caring by Nature
	Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy; Anti-Poverty
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
28	Agency/ Group/ Organization	Community Action Partnership of San Bernardino
	Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy; Anti-Poverty
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
29	Agency/ Group/ Organization	Feed My Sheep in the High Desert
	Type	Services-Homeless; Services-Elderly
	What section of the Plan was addressed by Consultation?	Homelessness Strategy; Non-Homeless Special Needs; Anti-Poverty Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
30	Agency/ Group/ Organization	Frazee Community Center
	Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy; Anti-Poverty
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
31	Agency/ Group/ Organization	High Desert Homeless Services, Inc.
	Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy; Anti-Poverty

	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
32	Agency/ Group/ Organization	High Desert Second Chance
	Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy; Anti-Poverty
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
33	Agency/ Group/ Organization	Holy Family Food Bank
	Type	Services-Homeless; Other
	What section of the Plan was addressed by Consultation?	Homelessness Strategy; Anti-Poverty
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
34	Agency/ Group/ Organization	High Desert Community Food Bank
	Type	Services-Homeless; Other
	What section of the Plan was addressed by Consultation?	Homelessness Strategy; Anti-Poverty
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
35	Agency/ Group/ Organization	Inland Valley Hope Partners
	Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy; Anti-Poverty
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
36	Agency/ Group/ Organization	Orenda Foundation
	Type	Service-Homeless Veterans
	What section of the Plan was addressed by Consultation?	Homelessness Strategy; Anti-Poverty

	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
37	Agency/ Group/ Organization	Reach-Out
	Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy, Anti-Poverty
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
38	Agency/ Group/ Organization	St. Joseph Church, His hands Ministry
	Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy, Anti-Poverty
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
39	Agency/ Group/ Organization	San Bernardino County Interagency Council on Homelessness
	Type	Service-Homeless; Regional Organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy; Homelessness Needs – Chronically Homeless, Families with Children; Veterans, Unaccompanied Minors; Anti-Poverty
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
40	Agency/ Group/ Organization	Water of Life Church
	Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy; Anti-Poverty
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
VICTIMS OF DOMESTIC VIOLENCE		
41	Agency/ Group/ Organization	Family Assistance Program

	Type	Services-Victims of Domestic Violence; Services-Homeless
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs; Homeless Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
42	Agency/ Group/ Organization	Pacific Lifeline
	Type	Services-Victims of Domestic Violence; Services-Homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy; Non-Homeless Special Needs; Other-Non-Housing Community Development; Housing Need Assessment
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
43	Agency/ Group/ Organization	Project Sister Family Services
	Type	Services-Victims of Domestic Violence; Services-Homeless
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs; Other-Non-Housing Community Development; Homelessness Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
44	Agency/ Group/ Organization	Victor Valley Domestic Violence, Inc.
	Type	Services-Victims of Domestic Violence; Services-Homeless; Services-Homeless Veterans
	What section of the Plan was addressed by Consultation?	Homeless Strategy; Non-Homeless Special Needs
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
45	Agency/ Group/ Organization	Victor Valley Family Resource Center
	Type	Services-Victims of Domestic Violence; Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs; Other-Non-Housing Community Development

	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
ELDERLY & DISABLED		
46	Agency/ Group/ Organization	Council on Aging-Southern California
	Type	Services – Elderly
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
47	Agency/ Group/ Organization	George M. Gibson Senior Center
	Type	Services-Elderly
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs; Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
48	Agency/ Group/ Organization	Oldtimers Foundation
	Type	Services-Elderly
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
49	Agency/ Group/ Organization	Rock'n Our Disabilities
	Type	Services-Disability
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs; Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
50	Agency/ Group/ Organization	Rolling Start Inc.
	Type	Services-Disability

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
CHILDREN		
51	Agency/ Group/ Organization	Apple Valley Police Activities League (AVPAL)
	Type	Service-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs; Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
52	Agency/ Group/ Organization	Assistance League of Victor Valley
	Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs; Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
53	Agency/ Group/ Organization	Boys & Girls Club of Fontana
	Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs; Anti-Poverty Strategy; Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
54	Agency/ Group/ Organization	Big Brothers/Big Sisters
	Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs; Anti-Poverty Strategy; Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
55	Agency/ Group/ Organization	Cedar House Life Change Center

	Type	Foster Care Agency/Facility, Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs; Anti-Poverty Strategy; Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
56	Agency/ Group/ Organization	Child Advocates of San Bernardino (CASAC)
	Type	Foster Care Agency/Facility; Child Welfare Agency; Services-Children; Services-Homeless
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs; Anti-Poverty Strategy; Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
57	Agency/ Group/ Organization	Child Care Resource Center
	Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs; Anti-Poverty Strategy; Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
58	Agency/ Group/ Organization	High Desert Community Foundation – Hesperia Police Activities League (HPAL)
	Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs; Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
59	Agency/ Group/ Organization	Kid-2-Kid Closet
	Type	Services – Children
	What section of the Plan was addressed by Consultation?	Other-Non-Housing Community Development

	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
60	Agency/ Group/ Organization	Millionaire Mind Kids
	Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Other-Non-Housing Community Development Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
EDUCATION		
61	Agency/ Group/ Organization	Chaffey College, Fontana Campus
	Type	Services-Education; Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs; Anti-Poverty; Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
62	Agency/ Group/ Organization	Fontana Unified School District
	Type	Services-Children; Publicly Funded Institution; Services-Education; Services-Homelessness
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs; Homelessness Strategy; Anti-Poverty; Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
63	Agency/ Group/ Organization	Rancho Cucamonga Unified School District
	Type	Services-Education; Services-Children; Services-Homeless; Publicly Funded Institution
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs; Homelessness Strategy; Anti-Poverty; Other-Non-Housing Community Development

	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
64	Agency/ Group/ Organization	Victor Valley College
	Type	Services-Education; Publicly Funded Institution
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs; Anti-Poverty; Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
65	Agency/ Group/ Organization	Upland Public Library
	Type	Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs; Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
66	Agency/ Group/ Organization	Upland Unified School District
	Type	Services-Education; Services-Children; Services-Homeless; Publicly Funded Institution
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs; Homelessness Strategy; Anti-Poverty; Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
FAIR HOUSING		
67	Agency/ Group/ Organization	Inland Fair Housing & Mediation Board (IFHMB)
	Type	Services-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
68	Agency/ Group/ Organization	Legal Aid Society of San Bernardino

	Type	Services-Fair Housing; Civic Leader
	What section of the Plan was addressed by Consultation?	Housing Need Analysis; Homelessness Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
HOUSING		
69	Agency/ Group/ Organization	Building Industry Association
	Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
70	Agency/ Group/ Organization	California Apartment Association of Inland Empire
	Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
71	Agency/ Group/ Organization	City of Fontana Housing Authority
	Type	Housing; Public Land Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
72	Agency/ Group/ Organization	City of Hesperia Housing Authority
	Type	Housing; Public Land Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.

73	Agency/ Group/ Organization	City of Upland Housing Authority
	Type	Housing; Public Land Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
74	Agency/ Group/ Organization	Con Am
	Type	Service-Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
75	Agency/ Group/ Organization	GRID Alternatives
	Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
76	Agency/ Group/ Organization	Jamboree Housing
	Type	Assisted Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
77	Agency/ Group/ Organization	National Community Renaissance
	Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.

78	Agency/ Group/ Organization	Palm Communities
	Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
79	Agency/ Group/ Organization	Quality Management Group
	Type	Services-Housing; Assisted Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
80	Agency/ Group/ Organization	RPM Company
	Type	Assisted Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
81	Agency/ Group/ Organization	RSG
	Type	Services-Housing; Assisted Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment; Homelessness Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
82	Agency/ Group/ Organization	Siena Apartments
	Type	Assisted Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.

83	Agency/ Group/ Organization	State of California Department of Housing and Community Development
	Type	State Government
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
84	Agency/ Group/ Organization	Sunrise Terrace I & II
	Type	Assisted Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
85	Agency/ Group/ Organization	VPM Management
	Type	Assisted Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
86	Agency/ Group/ Organization	Victor Valley Community Services Council
	Type	Services-Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
HEALTH		
87	Agency/ Group/ Organization	Behavioral Awareness
	Type	Health Agency; Services-Children;
	What section of the Plan was addressed by Consultation?	Non-Housing Special Needs

	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
88	Agency/ Group/ Organization	Children's Dental Health Clinic
	Type	Services-Health; Services-Children
	What section of the Plan was addressed by Consultation?	Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
89	Agency/ Group/ Organization	The Children's Clinic
	Type	Services-Health, Services-Children
	What section of the Plan was addressed by Consultation?	Other-Non-Housing Community Development Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
90	Agency/ Group/ Organization	Kaiser Permanente
	Type	Services-Health; Business Leader; Civic Leader
	What section of the Plan was addressed by Consultation?	Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
91	Agency/ Group/ Organization	Mental Health America of Los Angeles
	Type	Services-Health
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs; Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
92	Agency/ Group/ Organization	Pueblo Y Salud
	Type	Services-Health
	What section of the Plan was addressed by Consultation?	Other-Non-Housing Community Development

	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
93	Agency/ Group/ Organization	The Richstone Family Center
	Type	Services-Health
	What section of the Plan was addressed by Consultation?	Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
94	Agency/ Group/ Organization	Save the Brave US
	Type	Services-Health
	What section of the Plan was addressed by Consultation?	Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
BROADBAND		
95	Agency/ Group/ Organization	Inland Empire Regional Broadband Consortium
	Type	Broadband Advocated
	What section of the Plan was addressed by Consultation?	Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
96	Agency/ Group/ Organization	CA Emerging Technology Fund (CETF)
	Type	Broadband Advocate
	What section of the Plan was addressed by Consultation?	Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
97	Agency/ Group/ Organization	Frontier
	Type	Broadband ISP

	What section of the Plan was addressed by Consultation?	Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
98	Agency/ Group/ Organization	HighSpeedInternet.com
	Type	Broadband ISP
	What section of the Plan was addressed by Consultation?	Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
99	Agency/ Group/ Organization	Spectrum Internet Provider
	Type	Broadband ISP
	What section of the Plan was addressed by Consultation?	Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
REGIONAL PLANNING		
100	Agency/ Group/ Organization	Inland Empire Economic Partnership (IEEP)
	Type	Regional Organization; Planning Organization
	What section of the Plan was addressed by Consultation?	Economic Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
101	Agency/ Group/ Organization	San Bernardino Associated of Government (SANBAG)
	Type	Regional Organization; Planning Organization
	What section of the Plan was addressed by Consultation?	Housing Need Analysis; Homelessness Strategy Non-Homeless Needs Assessment; Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.

102	Agency/ Group/ Organization	Victor Valley Transit Authority
	Type	Planning Organization; Regional Organization
	What section of the Plan was addressed by Consultation?	Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
CIVIC & BUSINESS LEADERS		
103	Agency/ Group/ Organization	City of Fontana Chamber of Commerce
	Type	Business Leader
	What section of the Plan was addressed by Consultation?	Economic Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
104	Agency/ Group/ Organization	City of Hesperia Chamber of Commerce
	Type	Business Leader
	What section of the Plan was addressed by Consultation?	Economic Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
105	Agency/ Group/ Organization	Inland Empire SBDC
	Type	Services-Employment; Business Leader
	What section of the Plan was addressed by Consultation?	Economic Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
106	Agency/ Group/ Organization	Moses House Ministries
	Type	Civic Leader
	What section of the Plan was addressed by Consultation?	Other-Non-Housing Community Development

	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
107	Agency/ Group/ Organization	National Council of Negro Women, Bethune Center
	Type	Services-Employment
	What section of the Plan was addressed by Consultation?	Economic Development, Business Leader
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
108	Agency/ Group/ Organization	Shear Realty
	Type	Business Leader
	What section of the Plan was addressed by Consultation?	Economic Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
109	Agency/ Group/ Organization	Today's Woman Foundation
	Type	Civic Leader
	What section of the Plan was addressed by Consultation?	Other-Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
110	Agency/ Group/ Organization	City of Upland Chamber of Commerce
	Type	Business Leader
	What section of the Plan was addressed by Consultation?	Economic Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
111	Agency/ Group/ Organization	Wal Mart
	Type	Business Leader
	What section of the Plan was addressed by Consultation?	Other-Non-Housing Community Development

	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
HOUSING & COMMUNITY DEVELOPMENT		
112	Agency/ Group/ Organization	California Department of Fish and Wildlife
	Type	Public Land Agency; State Government
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
113	Agency/ Group/ Organization	California Desert District Office, US Department of the Interior: Bureau of Land Management
	Type	Public Land Agency; Federal Government
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
114	Agency/ Group/ Organization	Federal Emergency Management Agency
	Type	Floodplain Management Agency; Emergency Management Agency; Federal Government
	What section of the Plan was addressed by Consultation?	Housing Need Assessment; Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
115	Agency/ Group/ Organization	Foothill AIDS Project
	Type	Service-HIV/AIDS; Services-Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment; Non-Homeless Needs

	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
116	Agency/ Group/ Organization	High Desert Animal Coalition
	Type	Civic Leader
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development; Non-Homeless Special Needs
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
117	Agency/ Group/ Organization	HUD Local Field Office
	Type	Federal Government
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment; Homelessness Strategy; Non-Homeless Special Needs; Economic Development; Lead-Based Paint Strategy; Anti-Poverty Strategy
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.
118	Agency/ Group/ Organization	Victor Valley Wastewater Reclamation Authority
	Type	Water District/ Agency
	What section of the Plan was addressed by Consultation?	Housing Need Analysis; Non-Housing Community Development
	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	To obtain a comprehensive assessment of the needs and priorities within the community, the *Consolidated Plan* process included consultation and engagement with City residents, service providers, and selected departments through surveys, meetings, and email.

Identify any Agency Types not consulted and provide rationale for not consulting

The City maintains a comprehensive list of agencies, organizations and other stakeholders and invited representatives from each entity to participate in the planning process at multiple points in the planning process. If an agency did not attend meetings or participate in surveys, it was done so by the agency's choice.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Table 4– Other local / regional / federal planning efforts

Name of Plan	Lead Organization	How do the goals of your *Strategic Plan* overlap with the goals of each plan?
Continuum of Care	Human Services Office of Homeless Services	The *Strategic Plan* goal to provide homeless services is consistent with the County of San Bernardino Homelessness Action Plan.
2021-2029 Housing Element	City of Fontana	The *Strategic Plan* is in alignment with the Housing of the City's General Plan.

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the *Consolidated Plan* (91.215(l))

City of Fontana departments, adjacent units of government, the CoC, and HACSB were consulted with on the development and implementation of the *Consolidated Plan*.

PR-15 Citizen Participation

Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal setting

In preparation for the *Consolidated Plan*, the City followed the established processes of the Citizen Participation Plan to ensure broad community engagement. These activities were coordinated and implemented by the Housing Department. The City sought input from its residents and stakeholder by circulating surveys about community needs. The surveys were available online and in hardcopy format. The resident survey was available in English and Spanish; the Stakeholder *survey* was available in English. The City received a total of 476 responses from residents and 24 from stakeholder. The survey results and the survey forms are included in Appendix B.

In accordance with the City's Citizen Participation Plan, residents and stakeholders were able to participate in the development of the 2025-2029 *Consolidated Plan* through public hearings, meetings, and the 30-day review and comment period. The City engaged the residents and organizations through surveys. Publicly noticed hearing and meetings at the beginning of the *Consolidated Plan*ning process to obtain the views of the community on the City's housing and community development needs were held in the fall of 2024. The public hearing was held on September 24, 2024 at 2:00 PM, and the public meetings were held on September 19 at 9:00 AM and October 2, 2024 at 3:00 PM at City Hall. A public hearing to adopt the *Consolidated Plan* and first year Annual Action Plan is scheduled for March 25, 2025, at 2:00 PM, at City Hall.

In accordance with the City's Citizen Participation Plan, all public notices for community meetings and public hearings and the 30-day comment period were published in a medium of general circulation in the City. Additionally, the City used social media platforms such as Facebook and Instagram to advertise the opportunities to participate. At each step in the process, the City was careful to ensure that low- and moderate-income residents, members of minority groups, agencies involved in the provision of services to these populations, and others who are directly impacted by the programs and activities supported by the *Consolidated Plan* programs had the opportunity to be actively involved.

Table 5 - Citizen Participation Outreach

Outreach			Summary		
Mode	Additional Modes	Target	Content/ Attendance	Comments	Comments not accepted
Newspaper Ad	City website; Social Media; Flyers	English and Spanish	Published September 5, 2024. Public Hearing, September 24, 2024, 2:00 PM, City Hall; Community Meeting September 5, 2024, 9:00 AM, City Hall; Community Meeting, October 2, 2024, 3:00 PM, City Hall; Community Needs *survey*.	N/A	N/A
Public Hearing		English and Spanish Broad Community	Public Hearing, September 24, 2024, 2:00 PM, City Hall. See Appendix B.	All comments were accepted	N/A
Community Meeting		English and Spanish Broad Community	September 19, 2024, 9:00 AM, City Hall. See Appendix B.	All comments were accepted	N/A
Community Meeting the		English and Spanish Broad Community	October 2, 2024, 3:00 PM, City Hall. See Appendix B.	All comments were accepted	N/A
Community Needs *survey*		English and Spanish Broad Community	See Appendix B	All comments were accepted	N/A
Newspaper Ad	Cityweb site	English and Spanish	Substantially complete Draft 2025-2029 *Consolidated Plan* and 2025-2026 Annual *Action Plan* 30-day review period from February 24, to March 25, 2025 and public hearing on March, 2025, 2:00 PM, at City Hall.	N/A	N/A
30-Day Review		Broad Community	Made available on website and in hard copy.	TBD	TBD
Public Hearing		English and Spanish Broad Community	Public hearing of Draft 2025-2029 *Consolidated Plan* and 2025-2026 Annual *Action Plan*	TBD	TBD

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Consolidated Plan Needs Assessment examines a range of needs including housing, homelessness, non-homeless special needs, and non-housing community development needs. The Housing Needs Assessment section evaluates household income, tenure (renter or owner), housing cost as a function of household income, disproportionate need amongst racial and ethnic groups, and public housing needs.

The Homeless Needs Assessment examines the sheltered and unsheltered homeless population in San Bernardino County to inform the City's strategy to address homelessness during the next five years.

The Non-Homeless Special Needs Assessment section evaluates the needs of people who are not homeless, and due to various reasons need services. This population includes elderly, frail and elderly, people who have severe mental illness including Post Traumatic Stress Disorder (PTSD), developmental and physical disabilities, alcohol or other drug addictions, HIV/AIDS, and victims of human trafficking and domestic violence.

Lastly, the Non-Housing Community Development Needs Assessment section discusses the need for public facilities, public infrastructure improvements, and public services to benefit low- and moderate-income residents.

Methodology

To assess community needs, the City examined data, held community meetings, conducted a survey of residents and local stakeholders, and consulted with experts and local stakeholders. The Needs Assessment primarily relies on the following data sources:

- American Community Survey (ACS) 2020 five-year estimates
- Comprehensive Housing Affordability Strategy (CHAS) 2016–2020
- 2024 Point-In-Time Homeless Count

The ACS and CHAS five-year estimates were the most recent complete datasets available.

Consolidated Plan Survey for Residents and Stakeholders

Fontana residents had the opportunity to respond to a survey to rate the level of need for public services, housing, and housing services. The surveys also gathered insight into residents' internet access. Additionally, agencies and businesses that work with Fontana residents with low- and moderate-incomes, special needs, and those experiencing or at risk or experiencing homelessness, were given the opportunity to respond to a stakeholder survey. The tabulation of survey results from 476 residents and 24 organizations that

responded to the surveys are integrated throughout the Needs Assessment (NA) and Market Analysis (MA) of Consolidated Plan and can be found in the following sections:

- Housing facility and service results – NA-10 Housing Needs Assessment
- Public facility, infrastructure, and service results – NA-50 Non-Housing and Community Development Needs

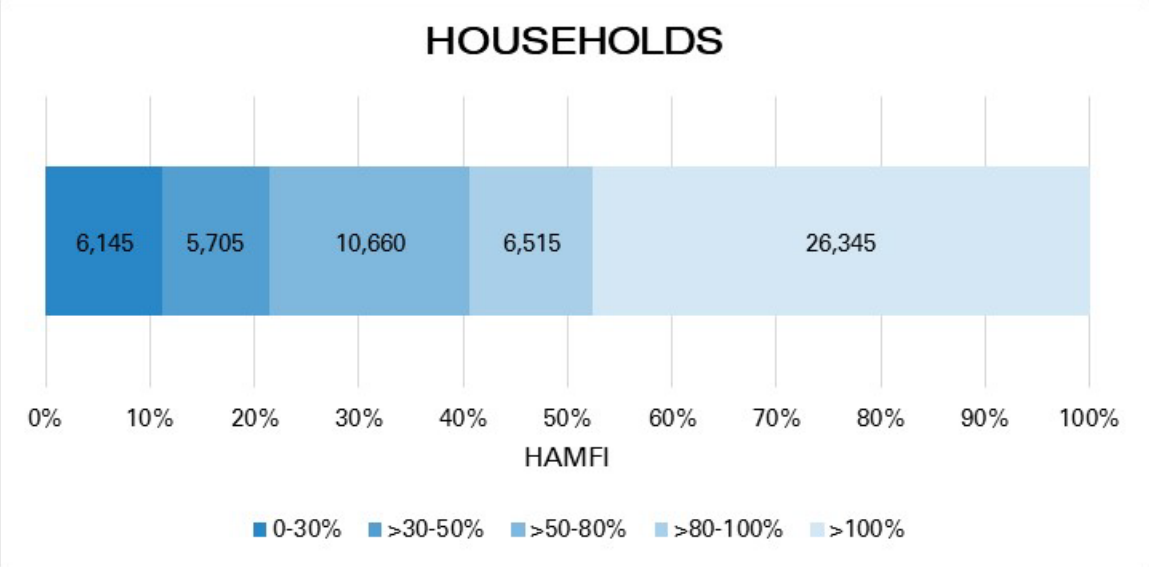
NA-10 Housing Needs Assessment

Summary of Housing Needs

According to the Demographics table, the City population rose by six percent from 196,069 to 208,393 over the ten-year period from 2010 to 2020. During this time, the number of households increased by 19 percent from 46,708 to 55,369 and the median household income grew by 20 percent, from 63,252 to 75,681.

Figure 1 illustrates the number of households in each income category. Over 41 percent of households in Fontana earn up to 80 percent Area Median Income (AMI). The household income levels correspond with the following HUD Area Median Family Income (HAMFI)/AMI definitions:

- Extremely low-income: 0-30% HAMFI/AMI
- Low-income: 30-50% HAMFI/AMI
- Moderate-income: 50-80% HAMFI/AMI
- Medium-income: 80-100% HAMFI/AMI
- Upper-income: 80-100% HAMFI/AMI



Data Source: 2016-2020 CHAS

Figure 1 – Households

Small-family households consist of two-to-four family members, while large-family households include five or more persons. The most common household type in Fontana is small-family households, which represent 52 percent of all households in the City.

This section contains eight data tables referencing housing problems. Housing problems, as defined by HUD, include the following:

1. Lacks complete kitchen facilities: Household lacks a sink with piped water, a range or stove, or a refrigerator.
2. Lacks complete plumbing facilities: Household lacks hot and cold piped water, a flush toilet and a bathtub or shower.
3. Overcrowding / severe overcrowding: A household is overcrowded, if there are more than 1.01 persons per room, excluding bathrooms, porches, foyers, halls, or half-rooms. A household is severely overcrowded if there are more than 1.5 persons per room.
4. Cost burden / severe cost burden: A cost burdened household pays more than 30 percent of its total gross income for housing costs. A severely cost burdened household pays more than 50 percent of its total income for housing costs. Renter housing costs include rent paid by the tenant plus utilities. Owner housing costs include mortgage, taxes, insurance, and utilities.

Table 8 show that housing cost burden – spending over 30 percent of income – is the most common housing problem among renter and owner households. Nearly 60 percent of households earning up to 80 percent AMI experience this burden. Additionally, about half of the households earning at or below 80 percent AMI, with at least one severe housing problem, are renters.

Table 6 - Housing Needs Assessment Demographics

Demographics	Base Year:	Most Recent Year:	% Change
Population*	196,069	208,393	6.3%
Households	46,708	55,369	18.5%
Median Income	$63,252	$75,681	19.6%

Data Source: *2010 & 2020 Decennial Census, 2010 and 2020 5-Year ACS Estimates

Table 7 - Number of Households Table

	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	>100% AMI
Total Households	6,145	5,705	10,660	6,515	26,345
Small-Family Households	2,490	2,900	5,425	3,510	14,595
Large-Family Households	1,305	1,180	2,970	1,765	6,855
Household contains at least one person aged 62-74 years	1,400	1,130	2,065	1,160	5,085
Household contains at least one-person aged 75 or older	845	675	1,000	430	1,130
Household contains one or more children six years old or younger	2,255	1,500	2,605	2,225	4,985

Data Source: 2016-2020 CHAS

Housing Needs Summary Tables

Table 8 - Housing Problem 1 (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing	10	65	45	65	185	0	4	30	0	34
Severely Overcrowded	200	235	395	90	920	50	70	85	120	325
Overcrowded	620	595	635	265	2,115	160	195	605	280	1,240
Housing cost burden greater than 50% of income (and none of the above problems)	2,600	1,105	250	0	3,955	1,180	1,470	1,690	135	4,475
Housing cost burden greater than 30% of income (and none of the above problems)	170	830	1,580	350	2,930	95	300	2,075	1,565	4,035
Zero/negative Income (and none of the above problems)	160	0	0	0	160	165	0	0	0	165

Data Source: 2016-2020 CHAS

Table 9 - Housing Problem 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having one or more of four housing problems	3,430	2,000	1,325	425	7,180	1,390	1,740	2,410	535	6,075
Having none of four housing problems	825	1,010	2,770	1,870	6,475	500	955	4,155	3,685	9,295
Household has negative income, but none of the other housing problems	160	0	0	0	160	165	0	0	0	165

Data Source: 2016-2020 CHAS

Table 10 - Housing Problem 3 (Cost Burden >30%)

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,670	1,605	1,045	4,320	445	925	2,235	3,605
Large Related	835	660	790	2,285	320	370	980	1,670
Elderly	715	270	234	1,219	510	505	585	1,600
Other	279	205	290	774	200	150	180	530
Total need by income	3,499	2,740	2,359	8,598	1,475	1,950	3,980	7,405

Data Source: 2016-2020 CHAS

Table 11 - Housing Problem 3 (Cost Burden > 50%)

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,610	855	80	2,545	410	795	975	2,180
Large Related	785	165	80	1,030	300	195	395	890
Elderly	625	145	69	839	470	410	245	1,125
Other	275	120	30	425	185	135	75	395
Total need by income	3,295	1,285	259	4,839	1,365	1,535	1,690	4,590

Data Source: 2016-2020 CHAS

Table 12 - Housing Problem 4 (Crowding Information – More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	750	660	765	340	2,515	185	130	485	330	1,130
Multiple, unrelated family households	65	215	305	90	675	25	135	205	75	440
Other, non-family households	0	10	0	0	10	0	0	20	0	20
Total need by income	815	885	1,070	430	3,200	210	265	710	405	1,590

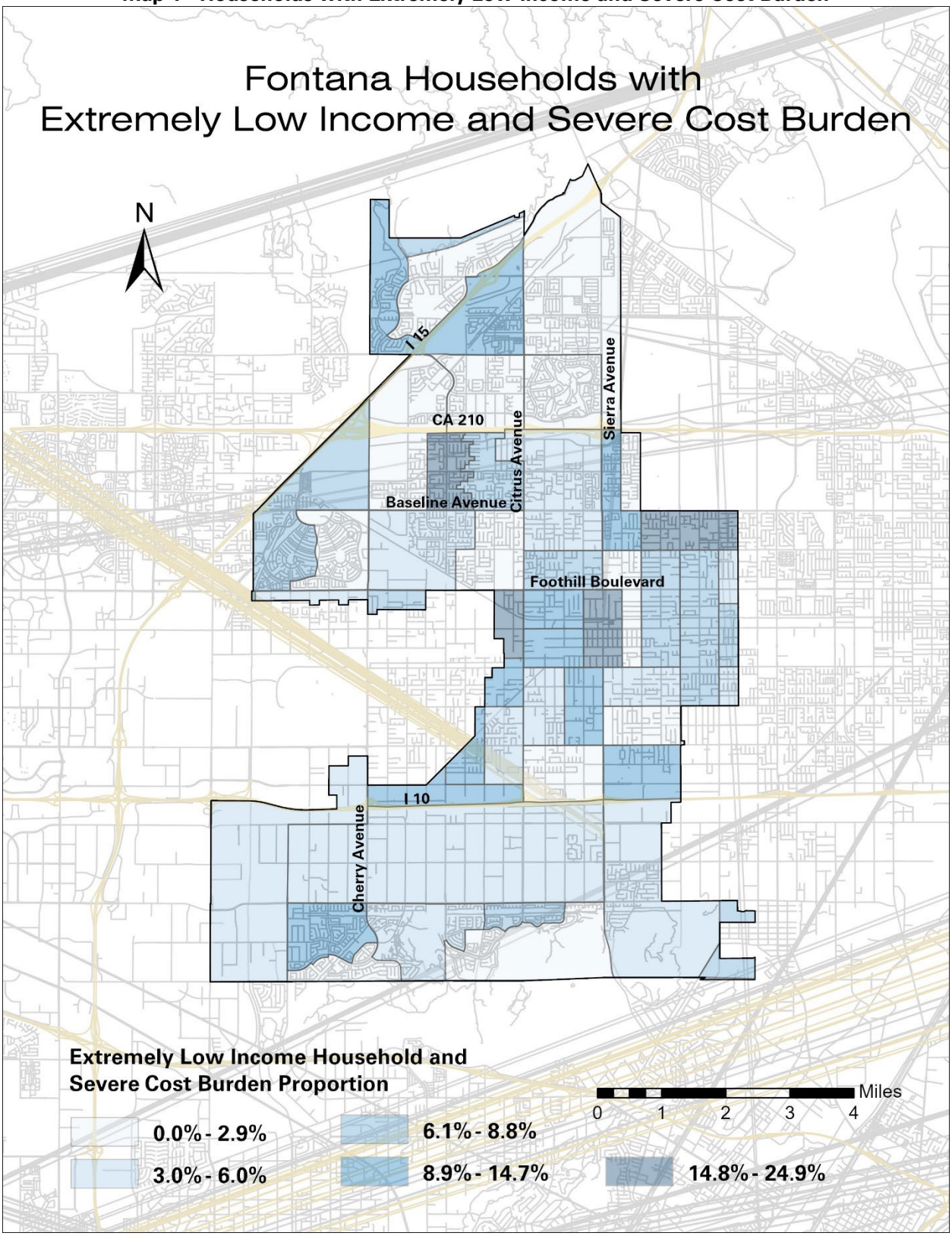
Data Source: 2016-2020 CHAS

Table 13 - Households with children under the age of six

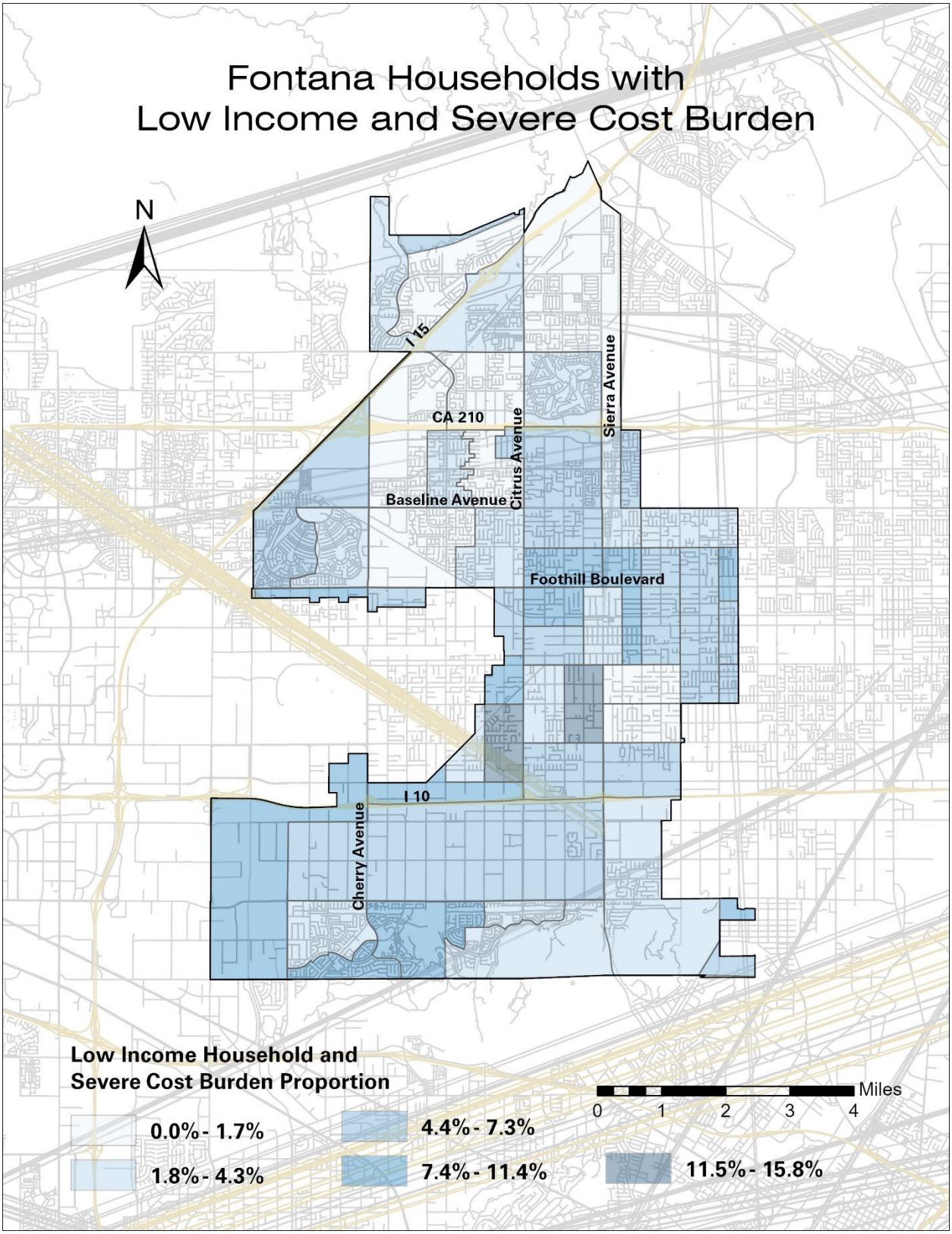
	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Household contains one or more children six years old or younger	1,765	1,040	1,235	4,040	490	460	1,370	2,320

Data Source: 2016-2020 CHAS

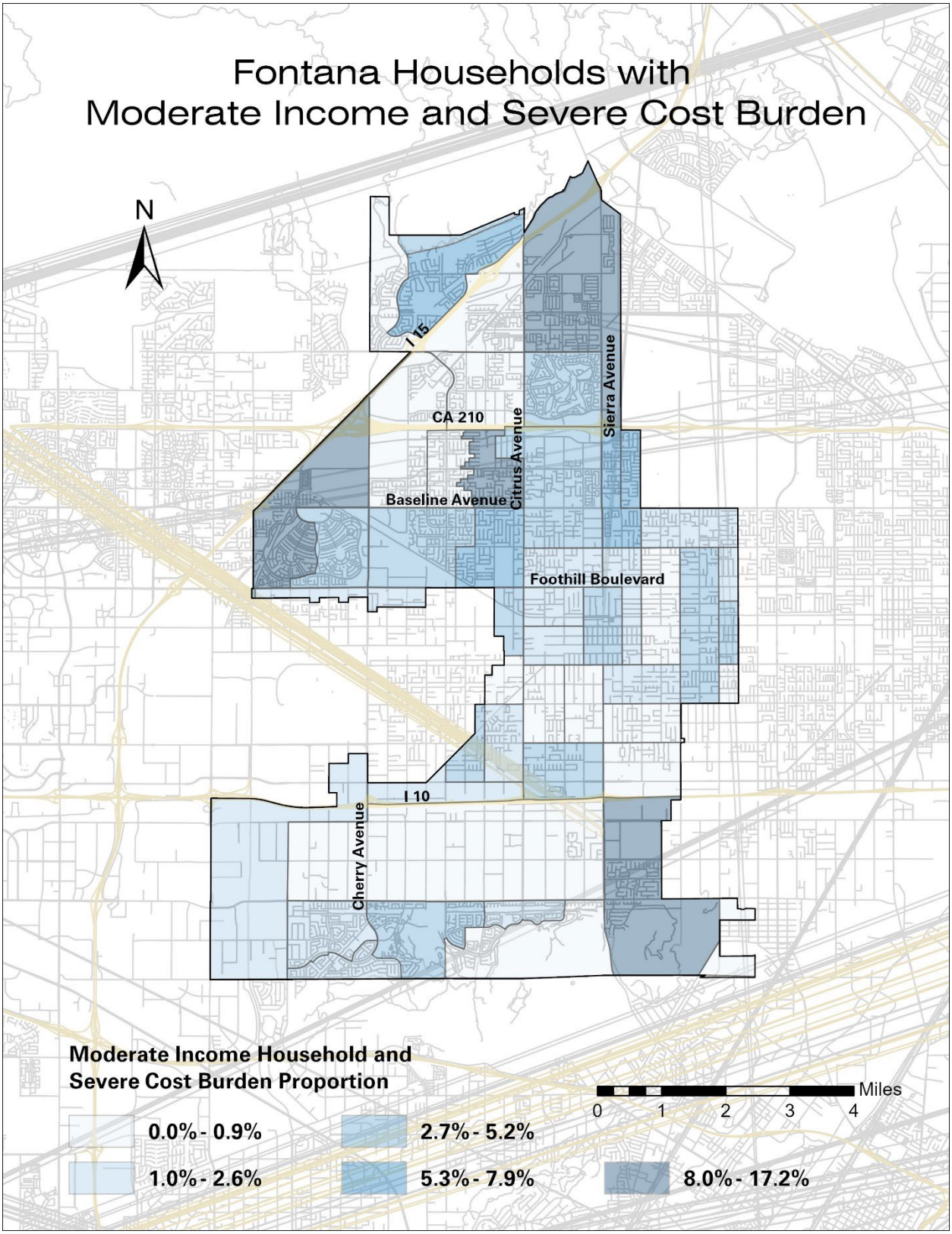
Map 1 - Households with Extremely Low-Income and Severe Cost Burden



Map 2 - Households with Low-Income and Severe Cost Burden



Map 3 - Households with Moderate-Income and Severe Cost Burden



Describe the number and type of single-person households in need of housing assistance.

The precise number of single-person households in need of housing assistance is not available. According to the 2016–2020 five-year ACS estimates, there were 6,051 single-person households in 2020, approximately four percent of whom were aged 65 or older.

Typically, it is presumed that a household needs housing assistance if it experiences one or more housing problem and has income at or below 80 percent AMI. Tables 5 and 6 provide data on the types of households impacted by housing cost burden. "Other" households are defined as nonfamily and nonelderly, a category that includes single persons. Elderly households include elderly families include:

1. Elderly families with two or more persons aged 62 and over.
2. Elderly nonfamilies with one or two persons, at least one of whom is aged 62 or over.

According to CHAS 2016–2020 estimates, 484 "other" and 855 elderly households in this income range spend 30-50 percent of their income on housing costs. Additionally, 820 "other" and 1,964 elderly households, spend more than 50 percent of their income on housing costs.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault, and stalking.

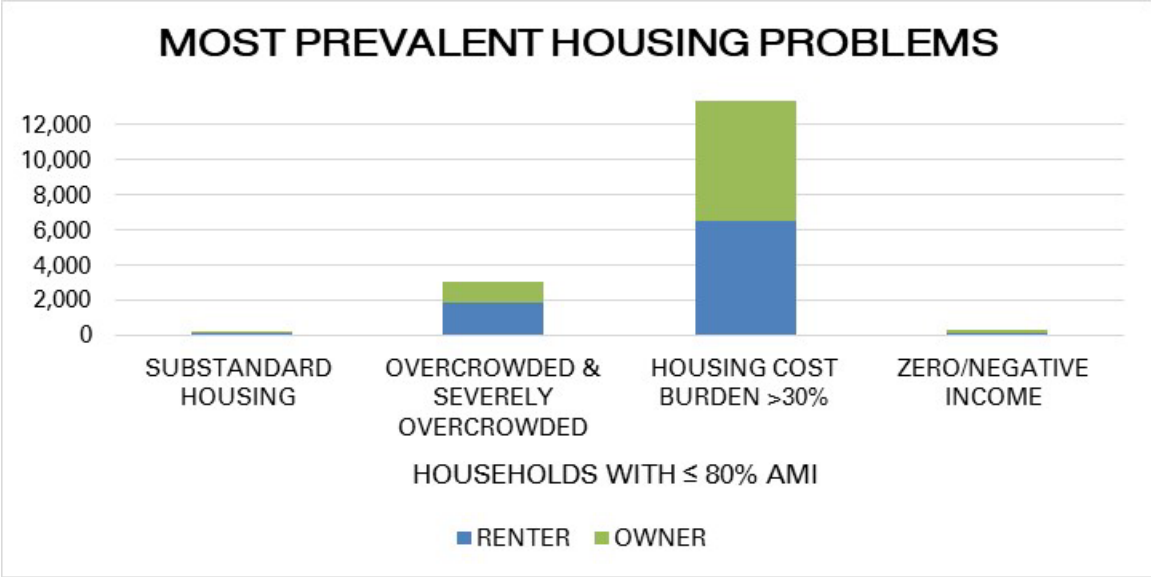
Domestic violence, dating violence, assault, and stalking are often not reported. According to the 2022 National Crime Victimization Survey, only 53 percent of all domestic violence events and 21 percent of rapes or sexual assaults were reported to the Police. The State of California Department of Justice maintains statistics on domestic violence calls to local law enforcement agencies statewide by jurisdiction (openjustice.doj.ca.gov). In 2022, 708 domestic violence-related calls were made from Fontana. Of these incidents:

- Four involved a firearm
- 11 involved a knife or cutting instrument
- 124 involved other dangerous weapons
- 620 involved personal weapons (e.g., feet or hands)

In households where physical violence occurred, at least one member may have needed to relocate to escape recurring violence. These households may have included children. Victims of domestic violence suffer in multiple ways, including economically, which impacts access to safe and affordable permanent housing. As a result, there is a need for emergency shelter and affordable permanent housing.

What are the most common housing problems?

The most common housing problems in the City affecting households with income at or below 80 percent AMI are housing cost burden greater than 30 percent of income, followed by overcrowding and severe overcrowding. Table 8 indicates nearly 60 percent of households in this income range experience a housing cost burden, while almost five percent live in overcrowded and severely overcrowded conditions. This includes 6,810 owner and 6,535 renter households that are cost burdened. Overcrowding and severe overcrowding affect 3,845 households, including 2,680 renter households and 1,165 owner households.



Data Source: 2016-2020 CHAS

Figure 2 - Most Prevalent Housing Problems

Are any populations/household types more affected than others by these problems?

Small related households with low- and moderate-incomes are most affected by housing cost burden, while single family renter households are most affected by overcrowding. The number of cost burdened and severely cost burdened households is shown in Table 10 and Table 11. Approximately 30 percent of households earning up to 80 percent AMI (6,574 households) carry a housing cost burden of 30 to 50 percent. Of these households, approximately 14 percent are small related households, followed by large related households, which account for nine percent, and elderly households, which account for four percent.

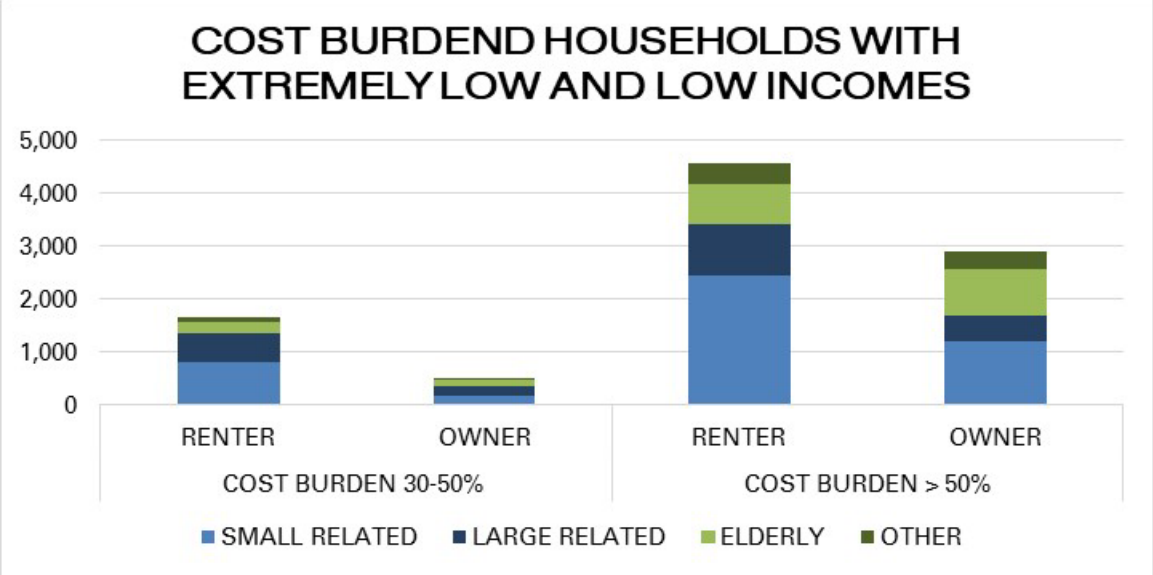
Approximately 42 percent of households (9,429 households) at the same income level carry a severe cost burden of over 50 percent of their income. Of these households, 21 percent are small related, nine percent are elderly, and nine percent are large related. Single family

renter households are the most impacted by overcrowding, representing 15 percent of households earning up to 80 percent AMI.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance.

Extremely low - and low-income households with one or more housing problem are presumed to be unstably housed, indicating that they are at risk of homelessness. Those with one or more housing problem at this income level are highly sensitive to adverse events. The greatest concentrations of unstably housed households are among small related renter households with a housing cost burden greater than 30 percent of their household income and single family renter households living in overcrowded conditions.

There are 11,850 households in Fontana earning less than or equal to 50 percent AMI, representing 21 percent of all households. Within this income range, small related households are the most impacted by housing cost burden, followed by large related and elderly households. Notably, 1,410 single family renter households are living in overcrowded conditions.



Data Source: 2016-2020 CHAS

Figure 3 - Households With >30-50% & >50% Cost Burden

As described in the Market Analysis section of the *Consolidated Plan*, rental housing costs have risen steadily over the past 10 years – creating more pressure on extremely low-income households. The ACS data shows the median contract rent in Fontana increased 26

percent from 2010 to 2020. As rental prices continue to rise throughout San Bernardino County, the pressure on extremely low-income households will continue to increase.

Rapid rehousing programs may help homeless individuals and families; however, unless a housing unit is within a subsidized affordable housing development, formerly homeless families and individuals receiving rapid rehousing assistance face considerable uncertainty regarding their monthly housing costs and ability to remain stably housed once the assistance contract ends. As the assistance period nears its end, securing alternative housing remains difficult for the same reasons it was before homelessness – high housing costs and the potential impact of an eviction record.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The assessment of at-risk populations described in the foregoing paragraphs in this *Consolidated Plan* is based on ACS and CHAS data using HUD definitions for household types and housing problems, supplemented by available local data for certain groups specified by HUD; such as households with children, and victims of domestic violence, dating violence, sexual assault, and stalking.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness.

There are 4,580 renter households that earn less than or equal to 50 percent AMI and are severely cost burdened, according the CHAS data (Table 11). Of these households:

- 2,465 are small, related households with four or fewer members
- 950 are large, related households with five or more members
- 770 are elderly households with one or more members over the aged 62 or older
- 395 are other households

These extremely low- and low-income households are the most at risk of becoming homeless.

Discussion

Of households with incomes up to 50 percent AMI, 40 percent are cost burdened renters, and 14 percent are overcrowded and severely overcrowded renters. Of households with incomes up to 30 percent AMI, 45 percent are severely cost burdened renters and three percent are severely overcrowded renters. These households are presumed to be at risk of becoming homeless. To the greatest extent feasible, options should expand access to affordable housing for severely cost burdened and crowded renter households earning less than or equal to 50 percent AMI. This is one of many strategies to prevent homelessness.

NA-15 Disproportionately Greater Need: Housing Problems

Sections NA-15, NA-20, and NA-25 of the Needs Assessment examine housing problems experienced by racial or ethnic groups and identify when a need is experienced at a disproportionately greater frequency. A disproportionately greater need exists when members of a specific income group experience housing problems at a rate at least 10 percentage points higher than all households within that income level.

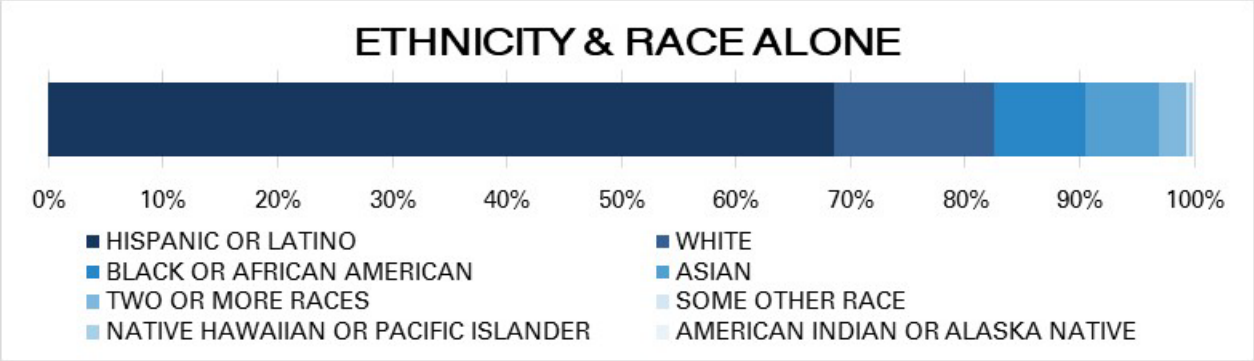
For example, when evaluating households with incomes up to 30 percent AMI, if 50 percent of the households experience a housing problem, but 60 percent or more of a specific group experience housing problems, that group has a disproportionately greater need.

Please note as part of the CHAS data set, HUD did not calculate the number of households with no income or negative income but with one or more of the other housing problems by race or ethnicity for the 2016–2020 period. The tables below reflect race alone and Hispanic with any race.

Housing problems and severe housing problems analyzed in sections NA-15 and NA-20 are based on the definitions that follow.

- Lacks complete kitchen facilities: Household lacks a sink with piped water, a range or stove, or a refrigerator.
- Lacks complete plumbing facilities: Household lacks hot and cold piped water, a flush toilet and a bathtub or shower.
- Overcrowding Household with more than 1.01 persons per room.
- Cost burden: Household pays more than 30 percent of its total gross income for housing costs. For renters, this includes rent paid by the tenant plus utilities. For owners, this includes mortgage payment, taxes, insurance, and utilities.

According to the 2016–2020 ACS, most residents identify ethnically as Hispanic or Latino. Racialy, excluding Hispanic ethnicity, most residents identify as White, followed by Black or African American, Asian, Two or More Races, Some Other Race, Native Hawaiian or Pacific Islander, and Amerian Indian or Alaskan Native.



Data Source: 2016-2020ACS

Figure 4 - Race Alone

Table 14 - Disproportionally Greater Need 0 - 30% AMI

Housing Problems	Has one or more of four housing problems	Has none of four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	5,085	1,065	0
White	590	245	0
Black / African American	960	180	0
Asian	170	35	0
American Indian, Alaska Native	4	0	0
Pacific Islander	0	0	0
Hispanic	3,260	570	0

Data Source: 2016-2020

Table 15 - Disproportionally Greater Need 30 - 50% AMI

Housing Problems	Has one or more of four housing problems	Has none of four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,870	835	0
White	580	240	0
Black / African American	205	35	0
Asian	240	10	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	3,705	540	0

Data Source: 2016-2020

Table 16 - Disproportionally Greater Need 50 - 80% AMI

Housing Problems	Has one or more of four housing problems	Has none of four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	7,385	3,270	0
White	770	875	0
Black / African American	605	205	0
Asian	410	175	0
American Indian, Alaska Native	10	20	0
Pacific Islander	105	0	0
Hispanic	5,420	1,975	0

Data Source: 2016-2020

Table 17 - Disproportionally Greater Need 80 - 100% AMI

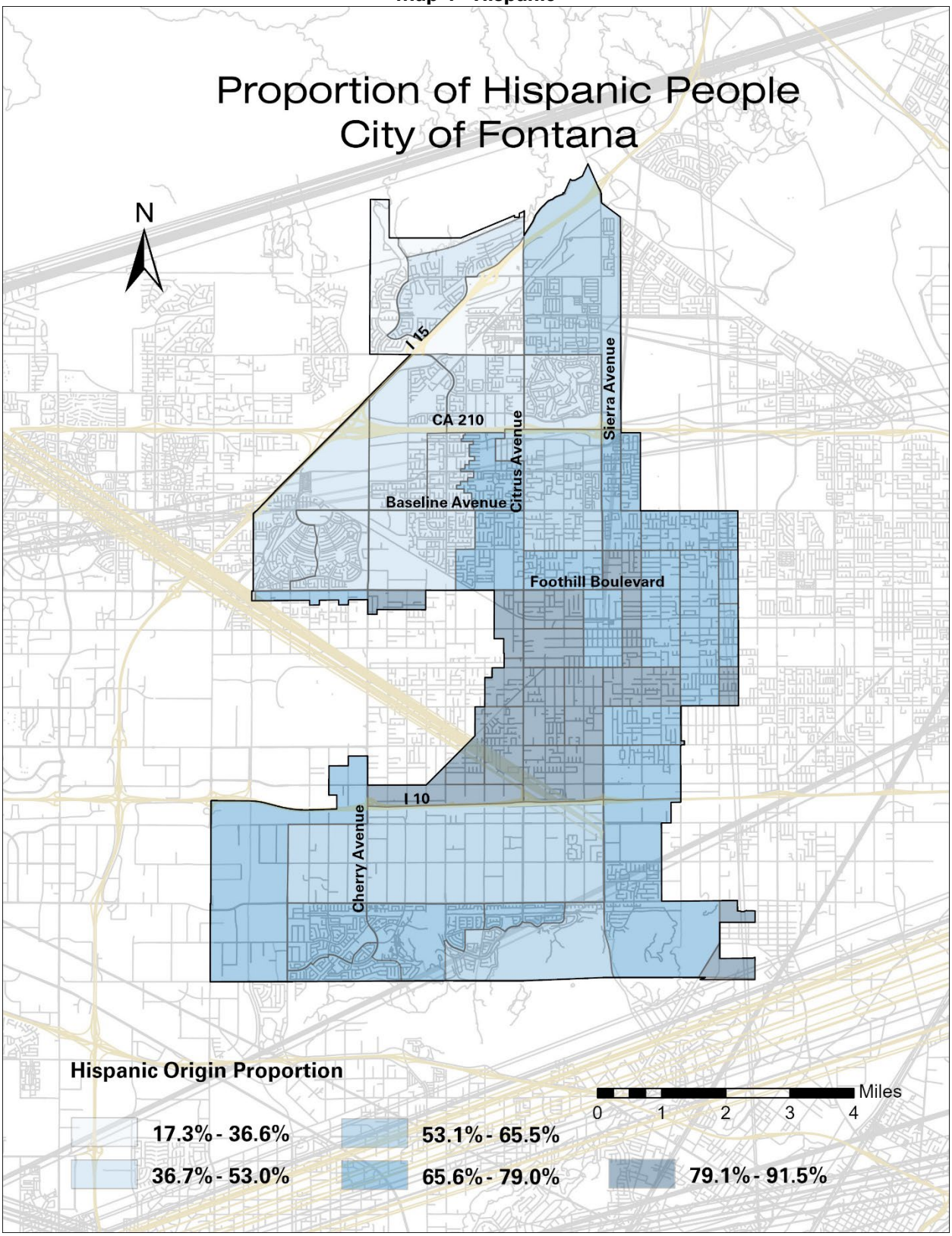
Housing Problems	Has one or more of four housing problems	Has none of four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,870	3,640	0
White	490	590	0
Black / African American	140	110	0
Asian	260	160	0
American Indian, Alaska Native	0	15	0
Pacific Islander	0	0	0
Hispanic	1,885	2,735	0

Data Source: 2016-2020 CHAS

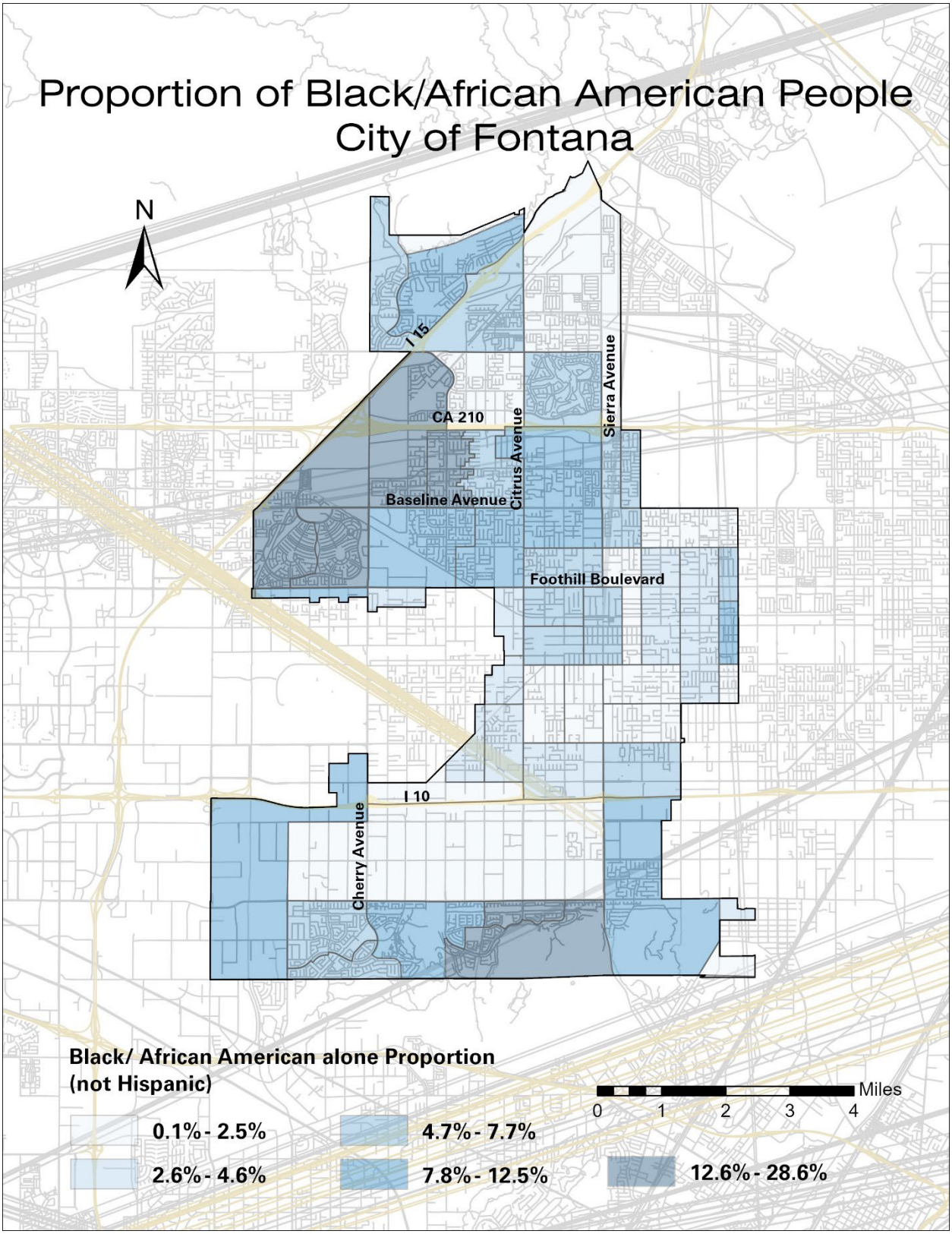
Community Development and Planning Maps

Map 4 to Map 7 illustrate the racial or ethnic composition of the City by Census Tract as reported in the 2016-2020 American Community *survey* Estimates for races which represent at least three percent of the population.

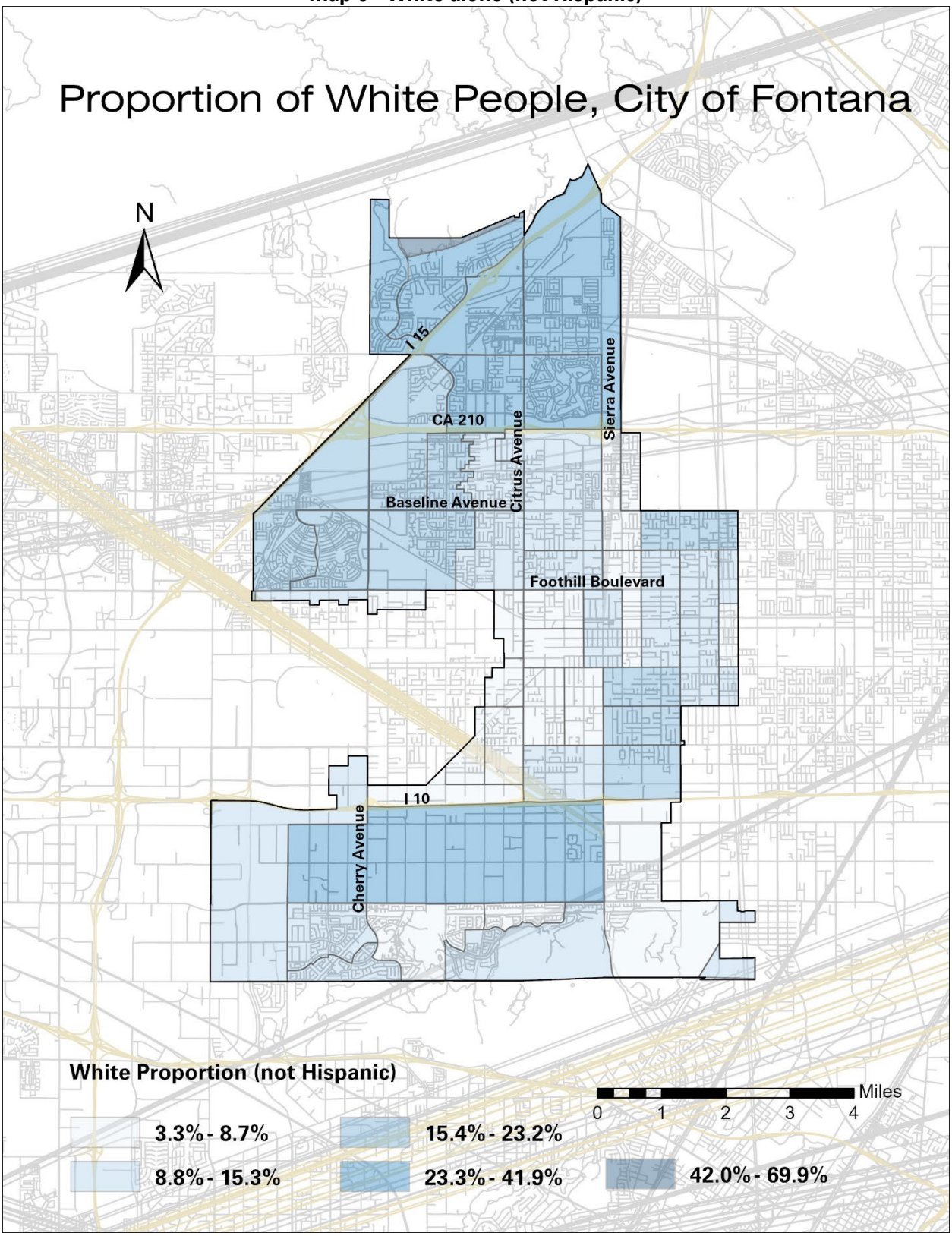
Map 4 - Hispanic



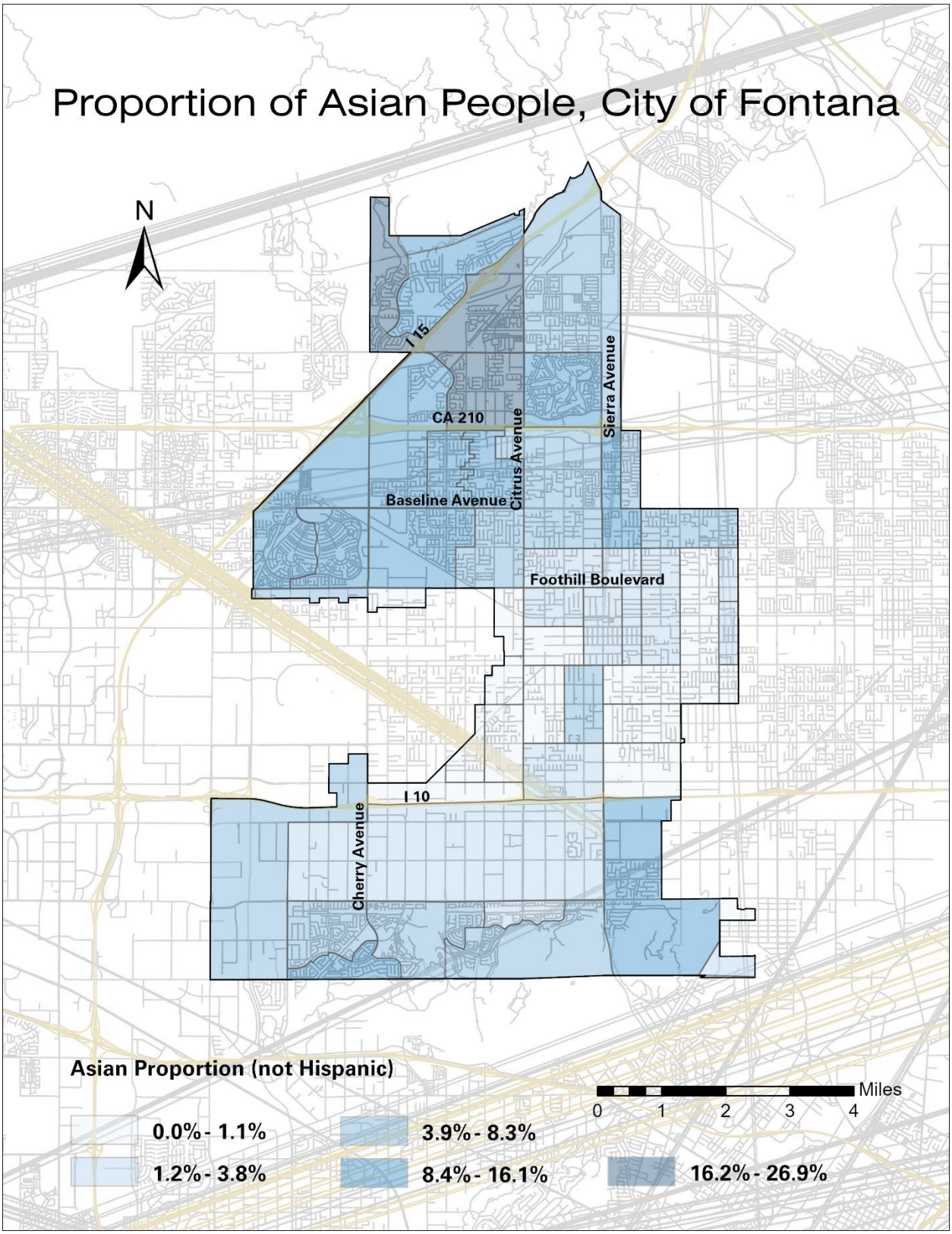
Map 5 - Black / African American



Map 6 - White alone (not Hispanic)



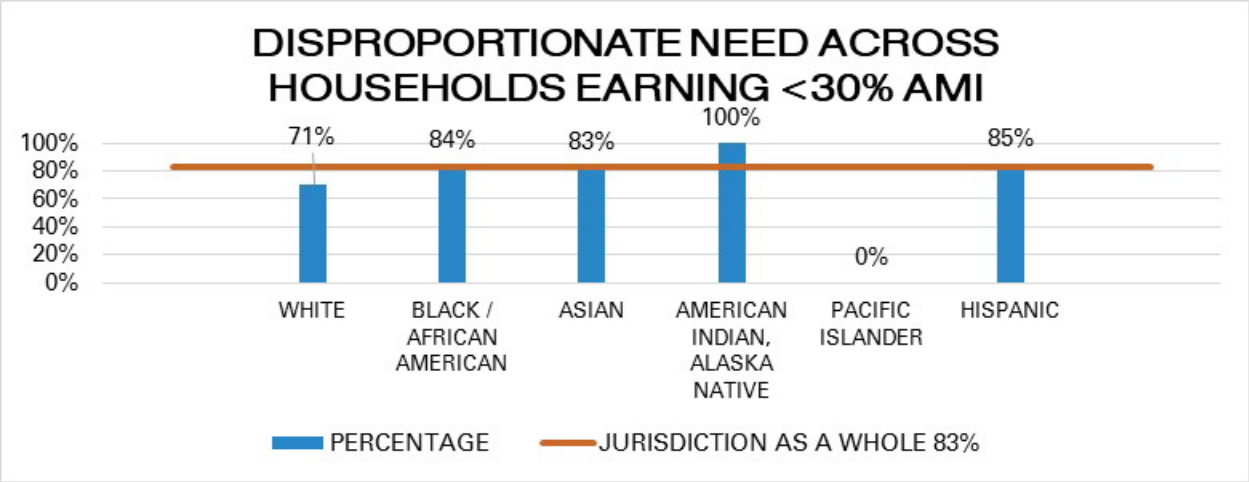
Map 7 - Asian


Proportion of Asian People, City of Fontana
N
I 15
CA 210
Sierra Avenue
Citrus Avenue
Baseline Avenue
Foothill Boulevard
I 10
Cherry Avenue
Asian Proportion (not Hispanic)
0.0% - 1.1%
1.2% - 3.8%
3.9% - 8.3%
8.4% - 16.1%
16.2% - 26.9%
Miles
0
1
2
3
4

Discussion

The method of calculating disproportionate need places groups of different sizes on equal footing, allowing any outsized impact on specific groups to be identified. However, throughout the City and across different racial and ethnic groups, 83 percent of residents with one or more housing problems earn at most 30 percent AMI, while 85 percent earn 30-50 percent AMI. These are very high rates of need, requiring almost an entire sub-population to be in need for a disproportionate impact to evident.

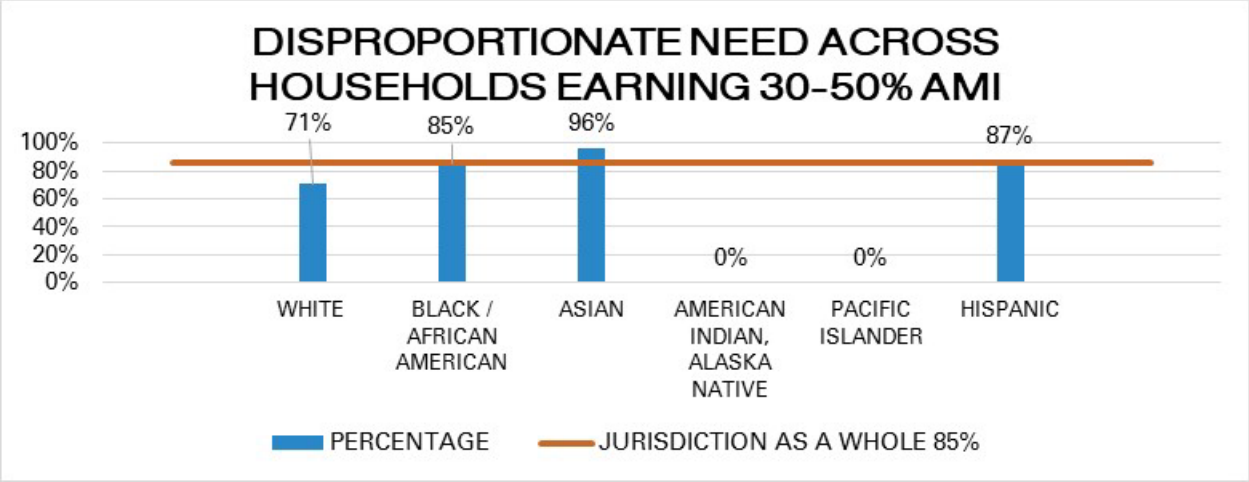
The analysis shows the following:



Data Source: 2016-2020 CHAS

Figure 5 - Disproportionate Need Across Households Earning <30% AMI

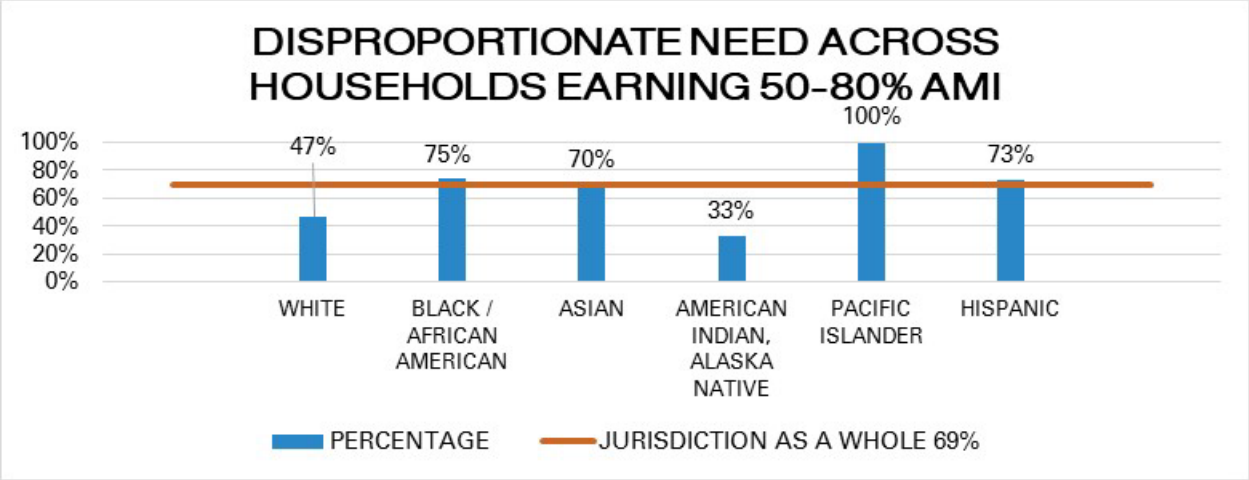
Among households with incomes up to 30 percent AMI, there is a disproportionate concentration of households with one or more housing problems that identify racially as American Indian, Alaska Native.



Data Source: 2016-2020 CHAS

Figure 6 - Disproportionate Need Across Households Earning 30-50% AMI

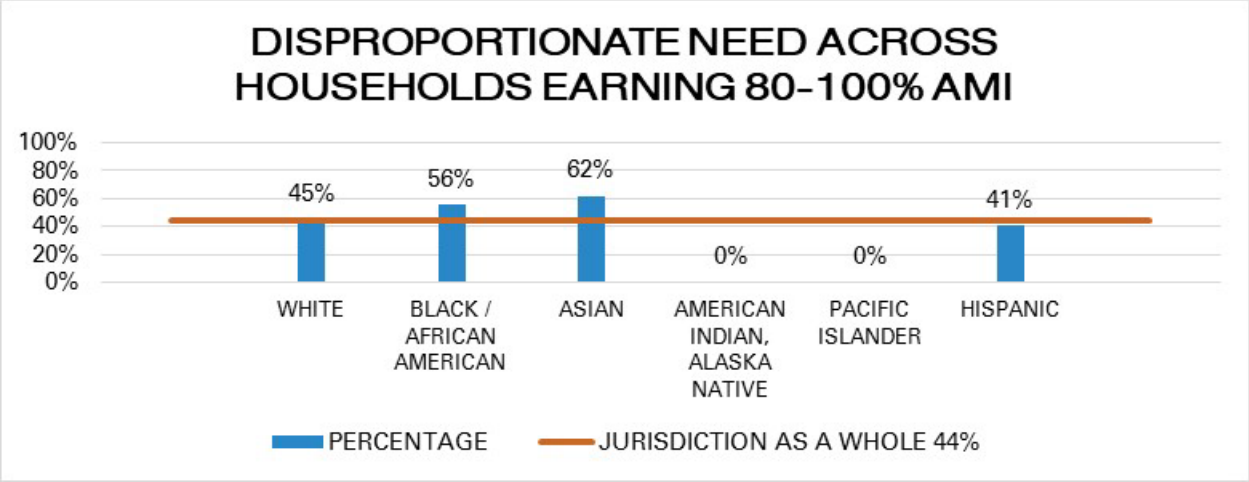
Among households with incomes ranging from 30 to 50 percent AMI, there is a disproportionate concentration of households with one or more housing problems that identify racially as Asian.



Data Source: 2016-2020 CHAS

Figure 7 - Disproportionate Need Across Households Earning 50-80% AMI

Among households with incomes ranging from 50 to 80 percent AMI, there is a disproportionate concentration of households with one or more housing problems that identify racially as Pacific Islander.



Data Source: 2016-2020 CHAS

Figure 8 - Disproportionate Need Across Households Earning 80-100% AMI

Across households with incomes ranging from 80 to 100 percent AMI, there is a disproportionate concentration of households with one or more housing problems that identify racially or ethnically as follows:

- Black / African American and
- Asian.

NA-20 Disproportionately Greater Need: Severe Housing Problems

Similar to the previous section, Table 18 to Table 21 provides data to determine whether any racial or ethnic group experiences disproportionate housing needs related to severe housing problems, which are defined as:

1. Lacks complete kitchen facilities: Household does not have a stove/oven and refrigerator.
2. Lacks complete plumbing facilities: Household does not have running water or modern toilets.
3. Severe overcrowding: A household is considered severely overcrowded if there are more than 1.5 persons per room.
4. Severe cost burden: A household is considered severely cost burdened if the household pays more than 50 percent of its total income for housing costs. For renters, housing costs include rent paid by the tenant plus utilities. For owners, housing costs include mortgage payment, taxes, insurance, and utilities.

Please note as part of the CHAS data set, HUD did not calculate the number of households with no income or negative income but with one or more of the other housing problems by race or ethnicity for the 2016–2020 period.

Table 18 - Severe Housing Problems 0 - 30% AMI

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,820	1,325	0
White	555	275	0
Black / African American	945	195	0
Asian	170	35	0
American Indian, Alaska Native	4	0	0
Pacific Islander	0	0	0
Hispanic	3,045	785	0

Data Source: 2016-2020 CHAS

Table 19 - Severe Housing Problems 30 - 50% AMI

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,740	1,965	0
White	420	395	0
Black / African American	145	100	0
Asian	220	35	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	2,840	1,410	0

Data Source: 2016-2020 CHAS

Table 20 - Severe Housing Problems 50 - 80% AMI

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,735	6,925	0
White	365	1,280	0
Black / African American	255	550	0
Asian	240	345	0
American Indian, Alaska Native	10	20	0
Pacific Islander	10	95	0
Hispanic	2,800	4,595	0

Data Source: 2016-2020 CHAS

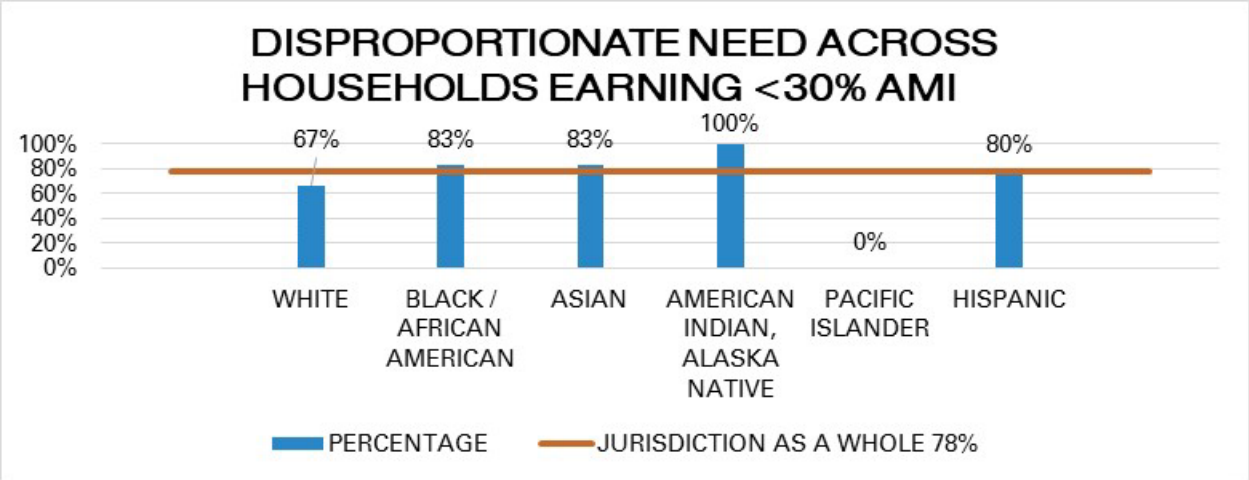
Table 21 - Severe Housing Problems 80 - 100% AMI

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	960	5,555	0
White	59	1,020	0
Black / African American	35	215	0
Asian	79	345	0
American Indian, Alaska Native	0	15	0
Pacific Islander	0	0	0
Hispanic	770	3,850	0

Data Source: 2016-2020 CHAS

Discussion

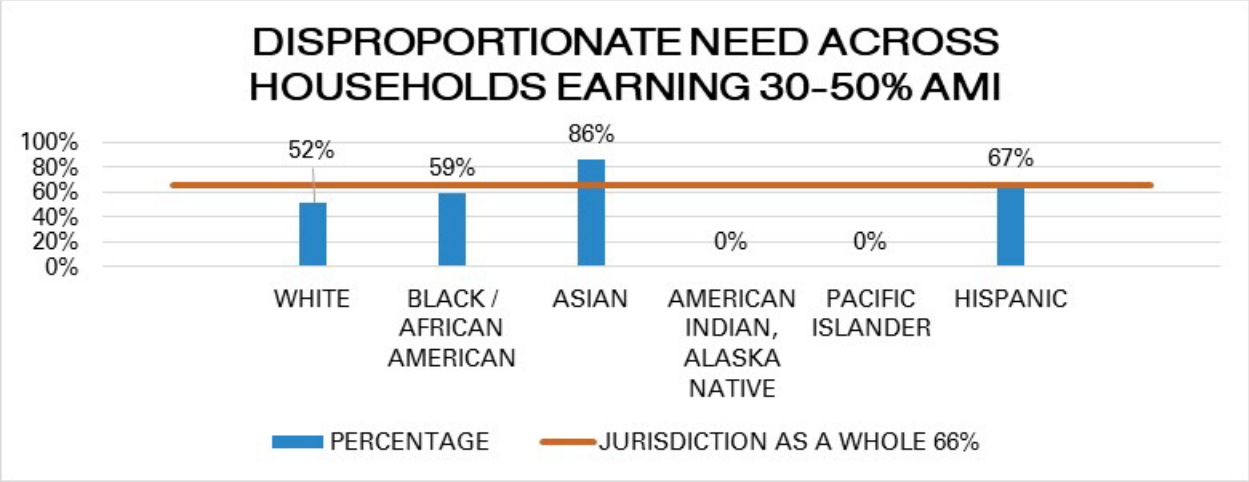
The analysis shows the following:



Data Source: 2016-2020 CHAS

Figure 9 - Disproportionate Need Across Households with Severe Housing Problems Earning <30% AMI

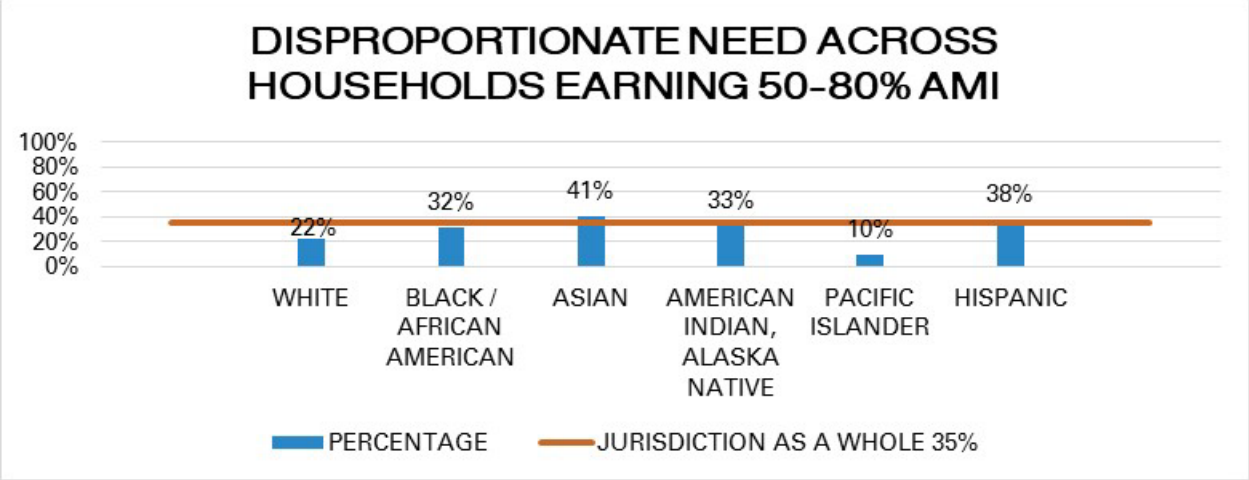
Across households with incomes up to 30 percent AMI, there is a disproportionate concentration of households with one or more severe housing problems that identify racially as American Indian, Alaska Native.



Data Source: 2016-2020 CHAS

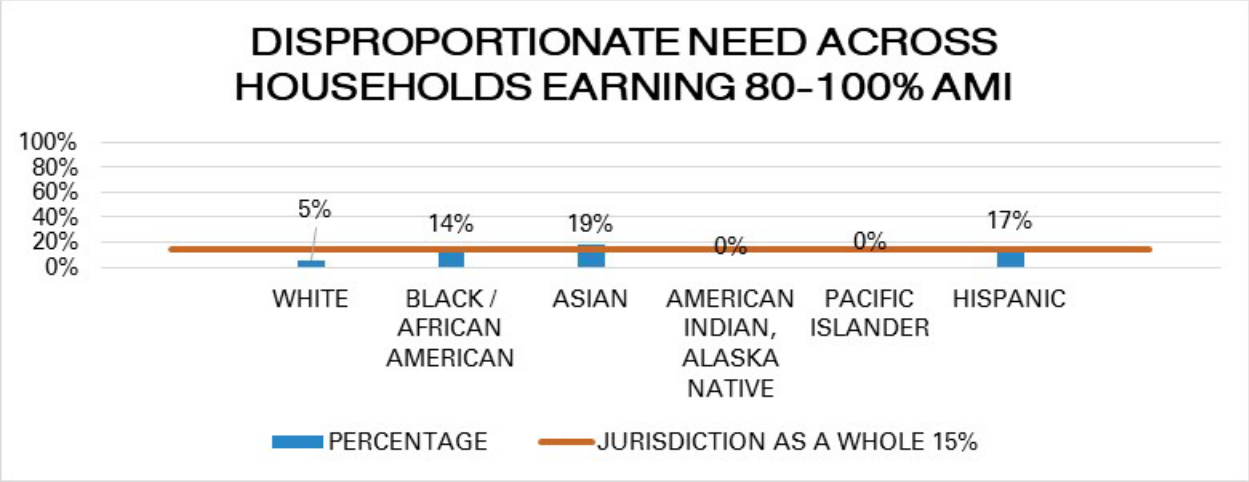
Figure 10 - Disproportionate Need Across Household with Severe Housing Problems Earning 30-50% AMI

Among households with incomes 30-50 percent AMI, there is a disproportionate concentration of households with one or more severe housing problems that identify racially as Asian.



Data Source: 2016-2020 CHAS

Figure 11 - Disproportionate Need Across Households with Severe Housing Problems Earning 50-80% AMI



Data Source: 2016-2020 CHAS

Figure 12 - Disproportionate Need Across Households with Severe Housing Problems Earning 80-100% AMI

Among households with incomes in 50-80 percent AMI and 80-100 percent AMI there is no disproportionate concentration.

NA-25 Disproportionately Greater Need: Housing Cost Burdens

HUD defines cost burden as the extent to which gross housing costs, including utility costs, exceed 30 percent of a given household's gross income. A household is considered to be severely cost burdened if gross housing costs, including utility costs, exceed 50 percent of the gross household income.

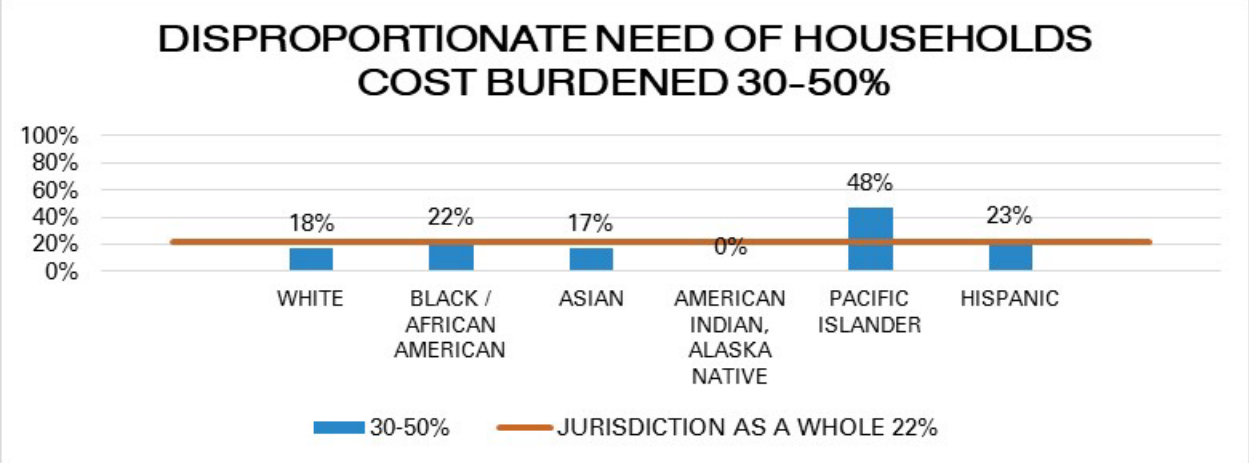
Table 22 - Greater Need: Housing Cost Burdens AMI

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	33,240	12,105	9,645	390
White	7,585	1,880	1,175	20
Black / African American	2,670	1,120	1,250	75
Asian	2,535	655	665	0
American Indian, Alaska Native	120	0	15	0
Pacific Islander	95	95	10	0
Hispanic	19,610	7,930	6,270	295

Data Source: 2016-2020 CHAS

Discussion

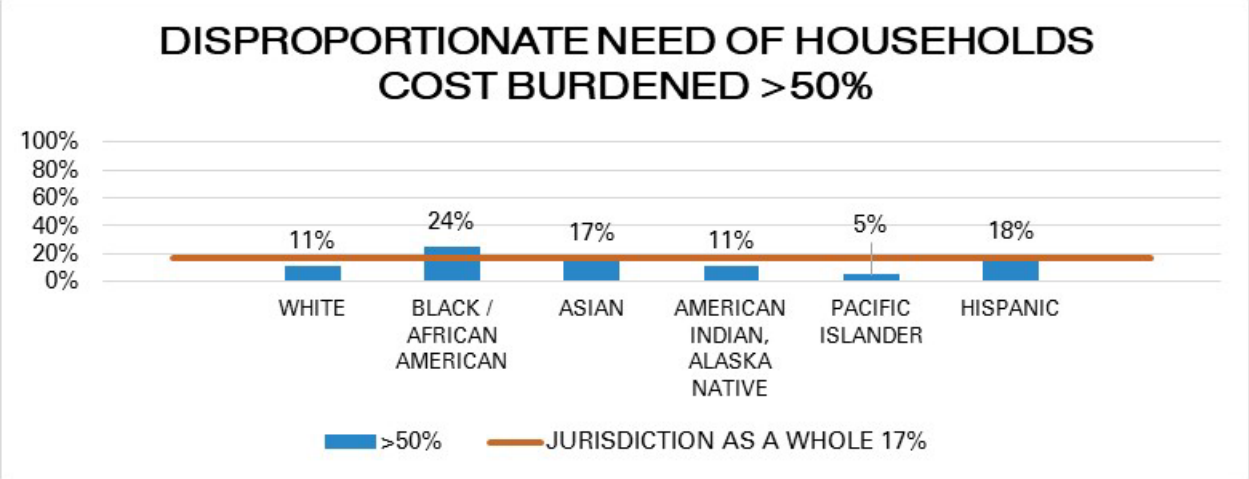
The analysis shows the following:



Data Source: 2016-2020 CHAS

Figure 13 - Disproportionate Need Across Households Cost Burdened 30-50% of Income

Among households with housing cost burdens equivalent to 30 to 50 percent of their gross household income, there is a disproportionate concentration of households that identify racially as Pacific Islander.



Data Source: 2016-2020 CHAS

Figure 14 - Disproportionate Need Across Households Cost Burdened >50% of Income

Across households with housing cost burdens of greater than 50 percent of their gross household income there is no disproportionate concentration.

NA-30 Disproportionately Greater Need: Discussion

Are there any income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

The following racial or ethnic groups were found to experience housing problems at a disproportionately higher rate than the percentage of all households in the given income category:

- 0-30 percent AMI (Figure 5): American Indian, Alaska Native
- 30-50 percent AMI (Figure 6): Asian
- 50-80 percent AMI (Figure 7): Pacific Islander
- 80-100 percent AMI (Figure 8):
    - Black / African American
    - Asian

The following racial or ethnic groups were found to experience severe housing problems at a disproportionately higher rate than the percentage of all households in the given income category:

- 0-30 percent AMI (Figure 9): American Indian, Alaska Native
- 30-50 percent AMI (Figure 10): Asian
- 50-80 percent AMI (Figure 11): none
- 80-100 percent AMI (Figure 12): none

The following racial or ethnic groups demonstrated a disproportionately higher rate of housing cost burden:

- 30 to 50 percent of income (Figure 13): Pacific Islander
- Greater than 50 percent of income (Figure 14): none

If they have needs not identified above, what are those needs?

No other housing needs for these specific racial or ethnic groups were identified through consultation or citizen participation.

In the State of California, local jurisdictions are required to complete a General Plan, which must include a Housing Element (in addition to six other state-mandated elements). All Housing Elements due on or after January 1, 2021, must contain an Assessment of Fair Housing (AFH) consistent with the core elements of the analysis required by the federal Affirmatively Further Fair Housing Final Rule of July 16, 2015. The AFH in the City's *2021–2029 Housing Element* includes a discussion of the following housing issues and needs:

Lending discrimination: Both Hispanic and African American residents experience lower rates of approval for loans compared to White residents. On average, there is a 2.9 percent approval difference between Hispanic and White residents over all categories. African American residents experience significantly lower approval rates, with an average difference of approximately 8.3 percent points when compared to White residents. Overall, lending discrimination is still an impediment to housing in Fontana, especially for African American residents.

Racially/ethnically concentrated areas of poverty: Census Tract 28.04, near the geographic center of the City, is designated as a Racially/Ethnically Concentrated Area of Poverty (R/ECAP). R/ECAPs are defined by the HUD as Census Tracts with a majority non-White population (greater than 50 percent), and with a poverty rate that exceeds 40 percent, or is three times the average tract poverty rate for the area, whichever is lower.

Approximately 39 percent of residents in Census Tract 28.04 have incomes that classify them as at or below federal poverty level (FPL). The median household income in this Census Tract is $36,925, which is significantly lower than Fontana's overall median income of $79,789. Additionally, 85.5 percent of the Census Tract residents identify as Hispanic. This Census Tract is also one of three High Segregation & Poverty areas in the City. The other two Census Tracts classified in this category are Census Tract 30.00 and Census Tract 31.02, both of which are adjacent to Census Tract 28.04.

Census Tract 28.04 faces additional challenges including:

- Located at 8650 Oleander Avenue, Oleander Elementary School is approximately 400 feet west of the Fontana Household Hazardous Waste Facility. Although the Fontana Household Hazardous Waste Facility is not listed as a Hazardous Waste Generator, the Census Tract is within the 75th percentile of toxic release exposure compared to all other tracts in the state.
- There is limited access to retail, services, and employment centers for residents, and a general lack of publicly accessible open space.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The City of Fontana is highly diverse. According to 2018 ACS estimates, 13.8 percent of Fontana residents are non-Hispanic White. According to the City's most recent Analysis of Impediments to Fair Housing Choice, a HUD letter of findings dated April 6, 2007, asserts that North Fontana is populated predominately by non-Hispanic Whites, causing "de facto segregation" in the area. However, as a result of changes to market conditions since HUD's evaluation, the portion of Fontana north of the 210 Freeway is no longer a majority non-Hispanic White population.

NA-35 Public Housing

The Housing Authority of the County of San Bernardino (HACSB) pursues its mission to "empower all individuals and households in need to achieve an enriched quality of life by providing housing opportunities and resources throughout" the County. HACSB is a federally designated Moving To Work (MTW) housing authority. With this designation it has been able to increase cost efficiency, self-sufficiency, and housing choice.

HACSB primarily operates as a voucher-based housing authority, owning only one unit of public housing. As of December 2024, HACSB offers the following types and quantities of housing vouchers:

- 7,508 Tenant-Based Housing Choice Vouchers (HCV)
- 1,129 Project-Based HCVs
- 1,113 Rental Assistance Demonstration (RAD) HCVs
- 118 Family Unification Special Purpose Voucher (SPV)
- 309 Mainstream SPVs
- 420 Veteran Assistance Supportive Housing (VASH) SPVs
- 68 Housing Opportunities for Persons with AIDS vouchers
- 460 Emergency Housing Vouchers
- 246 Continuum of Care vouchers
- 8 master leasing projects

As of December 2024, a total of 745 housing vouchers of all types were in use throughout Fontana.

Table 23 - Public Housing by Program Type

	Public Housing	Vouchers					
		Total	Project - based	Tenant - based	Special Purpose Voucher		
					VASH	Family Unification	Disabled*
Unit vouchers in use	1,177	5,277	517	4,660	54		

Data Source: PIC (PIH Information Center) *includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 24 – Characteristics of Public Housing Residents by Program Type

	Public Housing	Vouchers				
		Total	Project - based	Tenant - based	Special Purpose Voucher	
					VASH	Family Unification
Average Annual Income	13,755	14,084	14,172	13,978	14,467	No data
Average length of stay	6	6	1	7	0	No data
Average Household size	3	2	1	2	1	No data
Homeless at admission	0	30	1	22	7	No data
Elderly Program Participants (>62)	239	1,122	357	754	3	No data
Disabled Families	200	1,284	39	1,200	28	No data
Families requesting accessibility features	1,177	NA	NA	NA	NA	No data
HIV/AIDS program participants	No data	No data	No data	No data	No data	No data
DV victims	No data	No data	No data	No data	No data	No data

Data Source: PIC (PIH Information Center)

Table 25 – Race of Public Housing Residents by Program Type

Race	Public Housing	Vouchers					
		Total	Project - based	Tenant - based	Special Purpose Voucher		
					VASH	Family Unification	Disabled*
White	644	2,226	372	1,791	38	No data	No data
Black/ African American	425	2,911	114	2,763	16	No data	No data
Asian	57	94	21	70	No data	No data	No data
American Indian/ Alaska Native	3	27	5	22	No data	No data	No data
Pacific Islander	29	12	3	9	No data	No data	No data
Other	19	7	2	5	No data	No data	No data

Data Source: PIC (PIH Information Center) *Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 26 – Ethnicity of Public Housing Residents by Program Type

Ethnicity	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							VASH	Family Unification Program	Disabled *
Hispanic			504	1,326	167	1,132	14		
Not Hispanic			670	3,951	350	3,528	40		

Data Source: PIC (PIH Information Center) *Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units.

Section 504 of the *Rehabilitation Act of 1973* prohibits discrimination based on disability in any program or activity that is conducted by federal agencies, or that receives financial assistance from a federal agency. A housing provider may not deny or refuse to sell or rent to a person with a disability, and may not impose application or qualification criteria, rental fees, or sales prices and rental or sales terms or conditions that are different than those

required of or provided to persons who do not have disabilities. Further, housing providers may not require persons with disabilities to live only on certain floors, or to all live in one section of the housing. Housing providers may not refuse to make repairs, nor may limit or deny access to recreational and other public and common use facilities, parking privileges, cleaning or janitorial services, or any services to persons with disabilities, that are made available to other residents. When possible, HACSB fulfills reasonable accommodation requests for households HACSB.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The most pressing need is the high demand for affordable housing throughout San Bernardino County. There are over 112,846 duplicated households on waitlists for HACSB housing assistance. Approximately 40 percent of the 25,463 households on the tenant-based HCV waitlist were submitted by multiple members of the same household. The waitlist for project-based HCVs includes 35,781 households, and the RAD project-based voucher waitlist is up to 51,602 households.

How do these needs compare to the housing needs of the population at large?

The needs experienced by HACSB participants are similar to the needs of very low-income and low-income households throughout Fontana.

Discussion

HACSB implements a variety of strategies to address the need for affordable housing. The core strategies include maximizing affordable housing opportunities through continuous program and management improvement and leveraging additional resources by working with the San Bernardino County Affordable Housing and CDBG and HOME units.

NA-40 Homeless Needs Assessment

There are four federally defined categories by which individuals and families are considered homeless:

1) Literally Homeless – An individual or family:
    a. Living unsheltered on the streets;
    b. Living in a vehicle or other place not meant for habitation;
    c. Living in an emergency shelter or transitional housing program, including a motel/hotel paid by a charitable organization or government program; or
    d. Exiting an institution (resided 90 days or less and previously resided in one of the two items listed above).
2) Imminent Risk of Homelessness – An individual or family imminently losing their housing:
    a. Housing will be lost within 14 days; and
    b. Has no subsequent residence; and
    c. Lacks the resources and support network.
3) Homeless Under other Federal Statutes – An unaccompanied youth under the age of 25 or families with children and youth, who do not otherwise qualify as homeless under this definition, but who do meet all of the following:
    a. Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
    b. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
    c. Have experienced persistent instability as measured by two or more moves during the 60-day period immediately preceding the date of applying for homeless assistance; and
    d. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

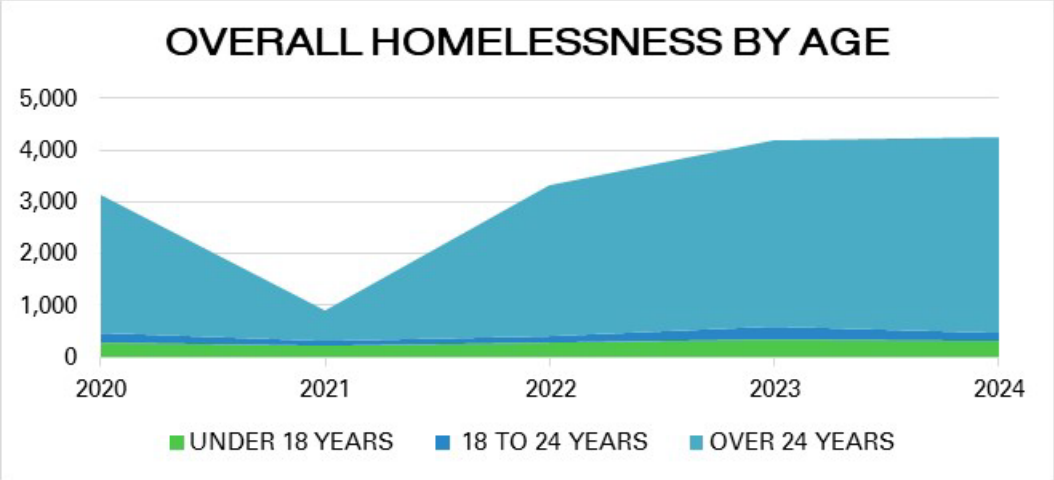
4) Fleeing or Attempting to flee Domestic Violence – An individual or family:
    a. Fleeing or attempting to flee domestic violence situation, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member; and
    b. Has no subsequent residence; and
    c. Lacks the resources and support network.

According to the *2024 Annual Homeless Assessment Report* (AHAR) to Congress, during the PIT Count in January 2024, California had the highest number and rate of unsheltered homeless population in the Country. Twenty-eight percent of the nation's homeless population was reported in California. More than half of all the nation's homeless individuals are concentrated in three states: California (24 percent), New York (20 percent), and Washington (four percent). The rate of homelessness in California increased by three percent from 2023 to 2024, and 35 percent from 2007 to 2024.

The San Bernardino County Continuum of Care is known as the San Bernardino County Homeless Partnership (SBCHP). The partnership consists of three distinct bodies: the San Bernardino County Interagency Council on Homelessness, the Homeless Provider Network, and the Office of Homeless Services. Annually, the SBCHP conducts a PIT count to create a census of unsheltered and sheltered individuals experiencing homelessness to establish a baseline snapshot. On January 26, 2023, and again in January 25, 2024, the SBCHP conducted the annual PIT counts. The tables in the section draw on the HUD published 2024 PIT count. From 2023 to 2024 the number of individuals experiencing homelessness in the County increased from 2,976 to 3,055.

The number of sheltered and unsheltered homelessness individuals in Fontana accounts for seven percent of the 2024 PIT count in San Bernardino County, up from six percent in 2023. The 2024 PIT counted 41 sheltered individuals and 260 unsheltered individuals, while the 2023 PIT counted no sheltered individuals and 240 unsheltered individuals, while the 2023 PIT recorded no sheltered individuals and 240 unsheltered individuals. The increase in sheltered homeless individuals is due in large part to the opening of the Bridge of Hope emergency family shelter in Fontana in the latter half of 2023.

Since 2020, the countywide rate of homelessness experienced by children under the age of 18 has increased 16 percent, from 267 children to 311 children. The rate of homelessness experienced by transitionally aged youth aged 18 to 25 declined 22 percent, from 212 to 165. The rate of homelessness for those over the age of 24 increased 43 percent. PIT Counts were put on hold in 2021 due to the Coronavirus Pandemic.



Data Source: HUD 2020-2024 San Bernardino County Homeless Count

Figure 15 – Overall Homelessness By Age

Table 27 - Homeless Needs Assessment

Population	Homeless on a given night		Homeless each year			Days in homeless-ness
	Sheltered	Unsheltered	Experiencing	Becoming	Exiting	
Persons in households with adult(s) and child(ren)	420	55	NA	NA	NA	NA
Persons in households with only children	7	6				
Persons in households with only adults	773	2,994				
Chronically homeless individuals	240	1,698				
Chronically homeless families	3	8				
Veterans	35	211				
Unaccompanied Child	7	6				
Persons with HIV/AIDS	11	33				

Data Source: San Bernardino County Homeless Count & *survey* Report

Indicate if the homeless population type: Jurisdiction Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year" and "number of days that persons experience homelessness", then describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth).

A chronically homeless individual or family is defined as living in an emergency shelter or in an unsheltered location with a disabling condition and having been continuously homeless for a year or more, or experiencing at least four episodes of homelessness in the past three years. The 2023 PIT Count recorded that on January 26, 129 sheltered and 1,308 unsheltered individuals were chronically homeless. This included three households with children living in emergency shelter and four households with children living in unsheltered conditions. In 2024, the number of people and households experiencing chronic homelessness increased to 240 sheltered individuals and 1,698 unsheltered individuals, including three sheltered and eight unsheltered households with minor aged children.

Families with children include at least one household member aged 18 or over and at least one household member under 18 years of age. According to the 2023 PIT Count in San Bernardino County, there were 509 people experiencing homelessness in households with at least one adult and one child; 478 people living in emergency or transitional shelters; and 31 people living in unsheltered conditions and in urgent need of housing assistance. The total number of individuals in households with minor aged children decreased in 2024 to 475, with 420 living in sheltered conditions and 55 living in unsheltered conditions.

Veterans are defined as persons who have served on active duty in the Armed Forces of the United States. This does not include inactive military reserves or the National Guard unless the person was called to active duty. The 2023 PIT count recorded 28 sheltered homeless veterans and 203 unsheltered and homeless veterans. The 2024 PIT Count recorded 35 sheltered homeless veterans and 211 unsheltered homeless veterans, an increase from the prior year.

Unaccompanied youth, individuals under the age of 18, are presumed to be emancipated if they are unsheltered without an adult. According to the 2023 PIT Count, there were 244 homeless unaccompanied youth, including 83 sheltered and 161 unsheltered. Among unaccompanied transitionally aged youth, ages 18 to 24 who were homeless, 75 were sheltered and 150 unsheltered. This pattern of transitionally aged youth accounting for most unaccompanied youth experiencing homelessness persisted in 2024. The total number of unaccompanied youths living in homelessness decreased to 166.

In addition, the PIT counts subpopulations living with severe mental illness, HIV/AIDS, chronic substance abuse, and victims of domestic violence.

Throughout San Bernardino County, in 2023, 820 individuals experiencing homelessness also had severe mental illness. Of those, 646, were unsheltered. In 2024, 811 persons experiencing homelessness had severe mental illness, with 631 of them unsheltered.

Within the SBCHP, in 2024, there were 74 homeless pe living with HIV/AIDS, of whom 35 were unsheltered, In 2024 there were 44 homeless individuals living with HIV/AIDS, of whom 33 were unsheltered.

In 2023, chronic substance abuse impacted 1,024 homeless individuals in San Bernardino County, of whom 929 were unsheltered. In 2024, 811 individuals were affected by chronic substance abuse with 866 of them unsheltered.

Throughout the SBCHP, in 2023, a reported 372 individuals experiencing homelessness had also experienced domestic violence, with 104 of them unsheltered. In 2024, there were a reported 304 individuals with this experience, 205 of whom were unsheltered.

Table 28 – Nature and Extent of Homelessness

Race	Sheltered	Unsheltered (optional)
American Indian, Alaska Native, or Indigenous	16	64
Asian or Asian American	20	30
Black, African American, or African	332	559
Hispanic/Latina/e/o Only	163	1,040
Middle Eastern or North African	0	9
Native Hawaiian or Other Pacific Islander	4	16
White	340	1,281
Ethnicity	Sheltered	Unsheltered (optional)
Hispanic	256	36
Not Hispanic	69	20

Data Source: San Bernardino County Homeless Count & *survey* Report

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

According to the 2023 PIT Count in San Bernardino County there were 509 individuals experiencing homelessness in households with at least one adult and one child. Of these, 478 individuals were living in emergency or transitional shelters, while 31 individuals were living in unsheltered conditions and in urgent need of housing assistance.

There were 24 parenting youth, and 28 children of parenting youth, all of whom were sheltered. The total individuals in households with minor aged children decreased in 2024

to 475 with 420 living in sheltered conditions and 55 in unsheltered conditions. The number of parenting youth experiencing homelessness dropped to 10, with eight sheltered and two unsheltered.

The 2023 PIT Count recorded 28 sheltered veterans and 203 unsheltered veterans in San Bernardino County. The 2024 PIT counted 35 sheltered veterans and homeless and 211 unsheltered veterans, an increase over the prior year.

It is unclear how many unique families are represented in these numbers. Among the homeless population, it is unclear how many families of deceased or estranged veterans exist.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

The 2024 PIT Count found that most people experiencing homelessess in the County identified racially or ethnicallty as White (38 percent), followed by Hispanic/Latina/e/o Only (28 percent), Black, African American, or African (21 percent), American Indian, Hispanic and One or More Race (seven percent), Not Hispanic and Multiple Race (two percent), Alaska Native, or Indiginous (2 percent), Asian or Asian American (one percent), and Native Hawaiian or Other Pacific Islander (one percent). By far most people experiencing homeless are living in unsheltered conditions.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

The 2023 and 2024 PIT Counts found that 60 more individuals experienced homelessness in 2023 than 2024, and the percentage of individuals living in unsheltered condition increased minimally from 71 to 72 percent. In 2023, of 4,195 homeless individuals, 71 percent were unsheltered. Unsheltered chronically homeless accounted for 44 percent of all unsheltered homeless individuals. Among those who were reported as being homeless and unsheltered, 31 percent were living with chronic substance abuse, 22 percent faced severe mental health issues, and nine percent had experienced domestic violence. In 2024, of the 4,255 individuals experiencing homelessness, 72 percent were unsheltered. Unsheltered chronically homeless accounted for 56 percent of all unsheltered homeless individuals. Among those who were reported as being homeless and unsheltered, 28 percent were living with chronic substance abuse, 21 percent faced severe mental health issues, and seven percent had experienced domestic violence.

NA-45 Non-Homeless Special Needs Assessment

Special needs populations consist of persons who are not homeless, but due to various reasons require services and supportive housing. Persons with special needs include the elderly, frail elderly, severely mentally ill, developmentally disabled, physically disabled, persons with alcohol or other drug addictions, persons with HIV/AIDS, and victims of domestic violence. The City will consider allocating CDBG to public services for special these needs populations, as well as victims of human trafficking, and individuals with PTSD or other needs.

Describe the characteristics of special needs populations in your community.

Elderly and Frail Elderly

HUD defines elderly as a person who is 62 years of age or older. A frail elderly person is an elderly person who is unable to perform at least three "activities of daily living" including eating, bathing, grooming, or home management activities. Generally, elderly people have lower incomes than the population at large. Based on 2016-2020 CHAS data, of the 14,920 households containing at least one elderly person in Fontana, 48 percent (7,115 households) earn up to 80 percent AMI and may require public services to continue to live independently. ACS data from the same period shows 9,436 residents of Fontana aged 65 and above have a disability. Of those individuals, 50 percent experience ambulatory difficulty, 41 percent experience independent living difficulty, and 28 percent experience hearing difficulty.

Persons with Disabilities

HUD defines a disabled person as having a physical or mental impairment that substantially limits one or more major life activity. The obstacle to independent living for these adults is not only their disability, but also the lack of financial resources, often related to limited employment. Additionally, persons with disabilities have increased health care costs, are dependent on supportive services, and may require accessibility modifications to accommodate their disability. The 2021, 1-year ACS estimate of the total Civilian Noninstitutionalized Population age 18 to 64 in Fontana with a disability indicates 3,757 employed; 453 unemployed; and 4,576 not part of the labor force.

Alcohol and Other Drug Addictions & Mental Illness

The Substance Abuse and Mental Health Services Administration (SAMHSA) is a federally funded institution established to disseminate information on mental disorders, including data on prevalence. Prevalence data is collected through the National *survey* on Drug Use and Health (NSDUH) and is calculated for a two-year period. Unfortunately, the Coronavirus Pandemic disrupted the method of survey delivery, which has disrupted the data series. The most recent data set for the 2021-2022 period is only available at the state level.

Rates of substance use disorder, mental illness, serious mental illness, and receipt of mental health treatment have increased among Californians ages 18 to 25, and 26 and over, since the pandemic and there is a higher prevalence in the younger age segment that the older group. Any mental illness and serious mental illness do not include developmental, or substance use disorders. survey results from 2021-2022 show the following.

18- to 25-year-olds

- 34.35 percent had any mental illness
- 12.08 percent had serious mental illness
- 21.56 percent received mental health treatment in the past year
- 27.24 percent had substance use disorder

26-year-olds and over

- 20.31 percent had any mental illness
- 4.66 percent had serious mental illness in the past year
- 17.08 percent received mental health treatment in the past year
- 16.58 percent had substance use disorder

HIV/AIDS

Human Immunodeficiency Virus (HIV) weakens the immune system by destroying important cells that fight disease and infection. Acquired Immune Deficiency Syndrome (AIDS) is the final stage of HIV. The Center for Disease Control (CDC) Atlas Plus program reported in San Bernardino County an estimated 288 individuals were newly diagnosed during 2022 (https://www.cdc.gov/nchhstp/atlas/index.htm, accessed November 2024). New HIV diagnoses were most concentrated among people 25-34 years of age. For persons living with HIV/AIDS, access to affordable housing, supportive services, and quality health care is important to maintaining their health and well-being.

Victims of Domestic Violence

Domestic violence, assault, and stalking are often not reported. According to the 2022 National Crime Victimization survey, only 53 percent of all domestic violence events and 21 percent of rapes and sexual assaults were reported to the Police. Domestic Violence includes, but is not limited to, felony or misdemeanor crimes of violence committed by a current or former spouse of the victim or by a person who is cohabitating with or has cohabited with the victim. In 2022, a total of 708 calls related to domestic violence were made from Fontana (openjustice.doj.ca.gov, accessed November 2023). Of those

- four were with a firearm;
- 11 were with a knife or cutting instruments;
- 124 were with other dangerous weapons; and
- 620 were with personal weapons.

What are the housing and supportive service needs of these populations and how are these needs determined?

Supportive services required for special needs populations include case management, medical or psychological counseling and supervision, childcare, transportation, and job training provided for the purpose of facilitating an individual's stability and independence. To determine the level of need and types of services needed by special needs populations, the City conducted a survey, consulted with local service providers, and reviewed ACS data.

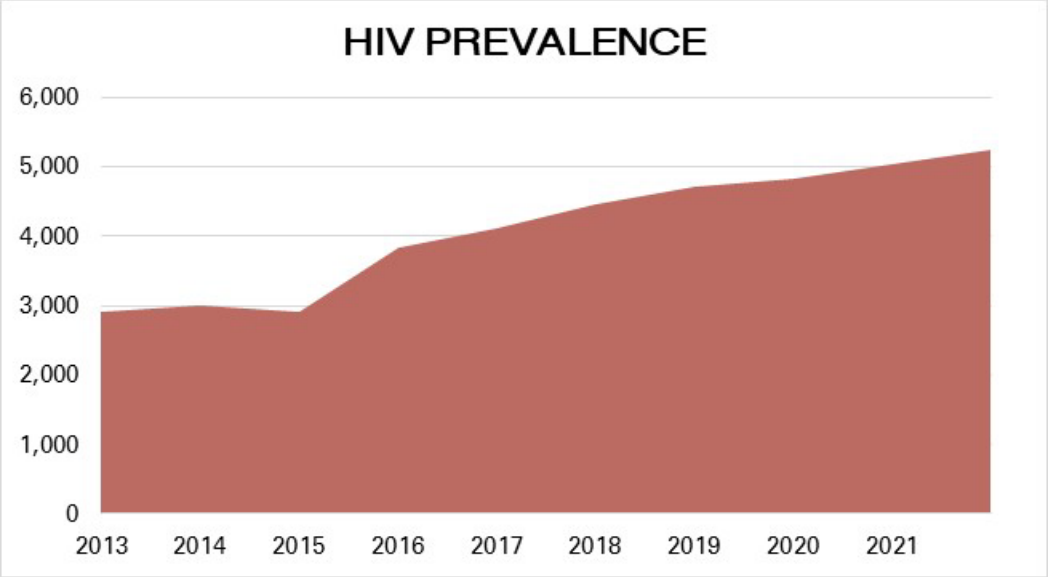
In housing, accessibility modifications to accommodate persons with mobility disabilities may include, but are not limited to, wider doorways, no-step thresholds, installation of ramps, grab bars, lowered countertops, and accessible hardware.

The needs of residents with sensory disabilities are different from those with mobility disabilities. Individuals with hearing disabilities require visual adaptations for such items as the telephone ringer, doorbells, and smoke alarms. Residents who are blind may require tactile marking of changes in floor level and stair edges, as well as braille markings on appliances and controls. People with low vision may require large-print markings and displays, contrasting colors to distinguish changes in level or transition from one area to another, proper lighting, and reduced glare from lighting and windows.

For persons with special needs, the high cost of living in San Bernardino County makes it difficult to maintain a stable residence. Often these segments of the population rely on support services from various County nonprofit organizations to avoid becoming homeless or institutionalized.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area.

According to the CDC, at the end of 2022, 1.1 million people in the United States were living with HIV. In 2021, 35,716 new HIV diagnoses were recorded, increasing to 37,601 new diagnoses in 2022 (cdc.gov, accessed January 2025). In San Bernardino County, CDC data show the number of persons living with HIV increased from 2,903 in 2013 to 5,240 in 2022. Among those diagnosed with HIV, 66 percent were in receiving medical care and 57 percent had achieved viral suppression. Viral load is an indicator of health and adherence to medication. A high viral load is indicative of illness. Viral load suppression (less than 200 copies/ml) is suggestive of improved health.



Data Source: CDC Atlas Plus

Figure 16 - HIV Prevalence

In 2022, 288 new HIV diagnoses were reported in San Bernardino County. People aged 25 to 34 accounted for 35 percent, the greatest concentration of new cases. Of the newly diagnosed, 87 percent were male, the majority of whom identified racially and ethnically as Hispanic/Latino.

Discussion

In addition to the elderly, frail elderly, severe mentally ill, developmentally disabled, physically disabled, persons with alcohol and other drug addictions, persons with HIV/AIDS, and victims of domestic violence described above, subpopulations with special needs in San Bernardnio County include victims of human trafficking and individuals with PTSD.

Victims of Human Trafficking

Human trafficking is a crime that involves forceful, fraudulent, or coercive methods of entrapping a person, real or perceived, to exploit them for financial gain. The exploitative nature can come in the form of labor services, involuntary servitude, enslavement, debt bondage or commercialized sex acts. Human trafficking is extremely difficult to track. There is no recent or reliable prevalence rate to report. In 2023, in California, the National Human Trafficking Hotline identified 1,128 cases of human trafficking, which involved 2,045 victims (https://humantraffickinghotline.org/ accessed January 2025). The most common type of human trafficking reported in California was sex trafficking.

The U.S. Department of State *Trafficking in Persons Report* published in July 2022, reports victims of human trafficking are found in every state in the country and trafficked from

every country in the world. Victims of human trafficking in the United States are most frequently trafficked from within the United States, Mexico, and Honduras.

The *Trafficking in Persons Report* states, "human trafficking patterns in the United States continued to reflect the living legacy of the systemic racism and colonization globalized during the transatlantic slave trade through chattel slavery and regional practices of Indigenous dispossession. Traffickers often target those who experience compounding forms of discrimination (such as discrimination because of one's racial or ethnic group, gender identity, disability, or sexual orientation), experience violence (such as intimate partner or domestic violence) or interact with government run programs (such as the criminal justice system, runaway and homeless youth services, foster or institution care, and the immigration enforcement system."

Posttraumatic Stress Disorder

The National Institute of Mental Health (NIMH) explains PTSD can "develop after exposure to a potentially traumatic event that is beyond a typical stressor". Potential inducing events may include, but are not limited to, "violent personal assaults, natural or human-caused disasters, accidents, combat, and other forms of violence." Symptoms of PTSD can be debilitating. The U.S. Department of Veteran's Affairs National Center for PTSD recognizes the disorder impacts populations inside and outside of the military including families, children, and non-combatants. The National Center reports an estimated six percent of the population, eight percent of women and four percent of men, will have PTSD at some point in their lives. "Women are more likely to develop PTSD than men in part due to the types of traumatic events that women are more likely to experience – such as sexual assault—compared to men." Challenges these special needs populations and subpopulations face include low-income and high housing cost. This segment of the population also struggles for a decent quality of life that includes access to necessities, adequate food, clothing, and medical care.

Novel coronavirus COVID-19

COVID-19 caused a global pandemic. The widespread impact on the United State began in March 2020. In the ensuing years, lives changed dramatically, from the effect of measures to prevent the spread of the disease – including stay-in-place orders, social distancing, mask wearing and vaccination – to death. The Coronavirus Aid, Relief and Economic Security (CARES) Act allocated funds to respond to the public health emergency through HUD. The City received and has expended $2,467,484 CDBG-CV and $2,343,005 ESG-CV funds to assist low- and moderate-income individuals and families impacted by COVID. The national and global public health emergency status was lifted in May 2023; however, the virus is still present and active around the world.

NA-50 Non-Housing Community Development Needs

Describe the jurisdiction's need for Public Facilities.

There is a relatively low level of need for improved public facilities, mainly built structures, in Fontana. City residents benefit from improved public facilities, such as parks and recreation facilities, youth centers, childcare centers, community libraries, and homeless facilities. However, compared to the high level of need for public services and affordable housing, the need for improved public facilities is low.

How were these needs determined?

The need for public facility improvements was determined through consultation with stakeholders including City departments and external organizations, and review of the City's Capital Improvement Plan.

Describe the jurisdiction's need for Public Improvements.

There is a relatively low level of need for improved public improvements in the City of Fontana. While City residents benefit from public improvements to infrastructure, such as sidewalks, streets, and alleys, compared to the high level of need for public services and affordable housing, the need for improved public infrastructure is low.

How were these needs determined?

The need for public facility improvements was determined through consultation with stakeholders including City departments and external organizations, and review of the City's Capital Improvement Plan.

Describe the jurisdiction's need for Public Services.

There is a high need for public services in Fontana. Approximately 41 percent of households in the City have incomes at or below 80 percent AMI. The provision of services at reduced or no cost expands choices available to residents with low- and moderate-incomes. Community Needs Survey respondents were asked to rate the availability and quality of public services from one to five starts, and they gave it an average of three stars. This is largely indicative of the availability of public services as the rate of need far exceeds the number of providers across a wide range of services.

How were these needs determined?

The need for public services was determined through the Community Needs *survey*, consultation with stakeholders, including City departments and external organizations, and 2016–2020 CHAS data.

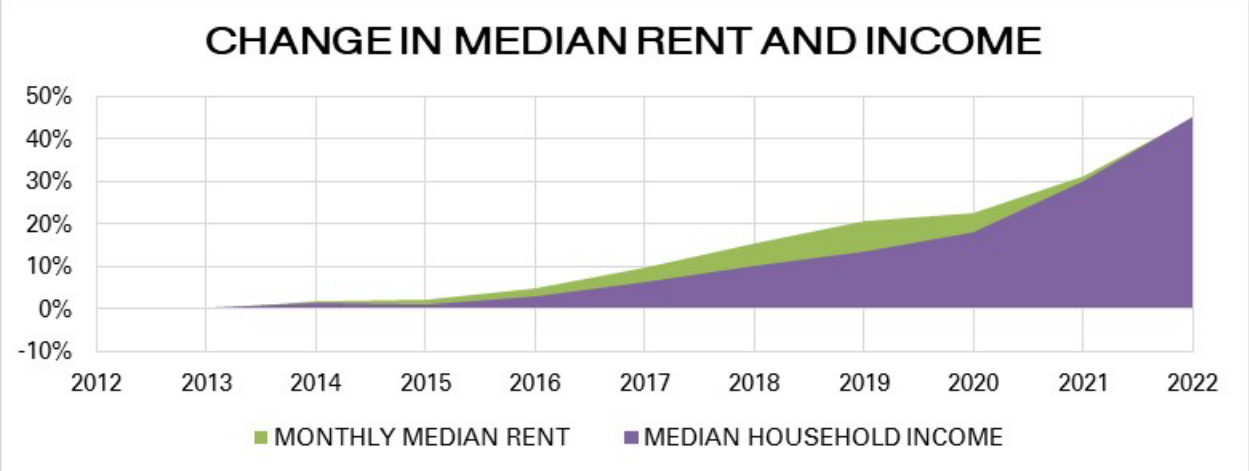
Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview

This section of the Consolidated Plan evaluates housing market conditions in Fontana, including housing supply, demand, condition, and cost. Single, detached-structures are most prominent, representing almost 80 percent of all structures. Owner households occupy 66 percent of units. The housing stock is aging, with 68 percent built over 40 years ago.

The data shows the housing market in Fontana is relatively tight and many households, especially renters, are experiencing a housing cost burden. According to the Zillow Home Value Index from 2020 to 2024 the median value for homes in Fontana increased 42 percent. ACS data shows median contract rent increased 26 percent over the last 10 years. While CHAS data indicates that there are enough housing units affordable to people with incomes up to 80 percent AMI, the surplus of units is minimal. There are only 405 more units affordable to households with income up to 80 percent AMI than there are households at that income level. Furthermore, there is no guarantee of which unit a household will occupy. CHAS data shows 42 percent of households earning up to 80 percent AMI experience a housing cost burden greater than 50 percent of their income. This situation is not new. For many years monthly rent increased at a faster rate than household income.



Source: 2016-2020 ACS

Figure 17- Change in Median Rent and Income

MA-10 Number of Housing Units

According to 2016–2020 ACS data, 79 percent of housing stock in Fontana is comprised of single, detached-structures. Structures that include 20 or more units represent the next greatest amount of housing at nine percent. Single, attached-structures comprise the smallest portion of the housing stock in the City at two percent. According to the 2016–2020 ACS, the gross number of housing units in the City increased by 4,975 from 52,080 in 2015 to 57,055 in 2020.

Most ownership housing units in Fontana have two or three bedrooms. In comparison, less than one percent are units with one-bedroom. The tables below indicate the number of residential properties in the City by property type, unit size, and tenure.

Table 29 - Residential Properties by Unit Number

Property Type	Number	%
1-unit detached structure	45,242	79%
1-unit, attached structure	1,259	2%
2-4 units	1,352	2%
5-19 units	2,421	4%
20 or more units	5,410	9%
Mobile Home, boat, RV, van, etc.	1,371	2%
Total	57,055	100%

Data Source: 2016-2020 ACS

Table 30 - Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	227	1%	473	3%
1 bedroom	145	0%	2,425	13%
2 bedrooms	18,707	51%	12,672	68%
3 or more bedrooms	17,606	48%	3,114	17%
Total	36,685	100%	18,684	100%

Data Source: 2016-2020 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The City tracks the affordability status of a total of 1,898 affordable housing units across 79 properties, which were constructed or rehabilitated with HOME Investment Partnerships (HOME), Housing Set-Aside, Housing Bond, tax credits, or other public funds.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

HUD requires the City to analyze federal, state and locally assisted housing units that may be at risk of being lost from the City's affordable housing stock. The expiration of affordability restrictions on government assisted rental units is the typical reason that affordable units convert to market rate and are "lost." Much of the housing at-risk of conversion from affordable housing to market rate housing is primarily reserved for lower income households.

Use restrictions, as defined by state law, refer to any federal, state, or local statute, regulation, ordinance, or contract which as a condition of receipt of any housing assistance, including a rental subsidy, mortgage subsidy, or mortgage insurance, to an assisted housing development, establishes maximum limitations on tenant income as a condition of eligibility for occupancy.

Conversion Risk

According to the City *Housing Element 2021–2029,* there are 1,898 publicly assisted rental units across 79 developments, and 43 of those units are at risk of conversion to market rate between 2025 and 2028. The remainder are covenanted for the next 10 years or more, or are owned by large, stable, mission-driven nonprofit developers, and at low risk of losing affordability status.

Preservation and Replacement Options

To maintain the existing affordable housing stock, the City may either attempt to preserve the existing assisted units or facilitate the development of new ones. Each negotiation to preserve affordable units is unique, as ownership interests, and economic needs will vary by project. Additionally, City resources may be insufficient to preserve all units when covenants expire. Depending on the circumstances of each project that includes at-risk units, different strategies may be used to either preserve or replace them. Preservation options typically include: 1) transfer of units to nonprofit ownership, 2) providing rental assistance to tenants using alternative funding sources, 3) purchasing extended affordability covenants. For replacement, the most direct approach is the development of new affordable units with long-term covenants.

Does the availability of housing units meet the needs of the population?

There is a significant need for additional rental housing units of all sizes affordable to households earning up to 80 percent AMI, especially smaller units such as no-bedroom and one-bedroom units. Determining the exact number and size of units is challenging, as there is no guarantee regarding the size of the housing unit a household will occupy.

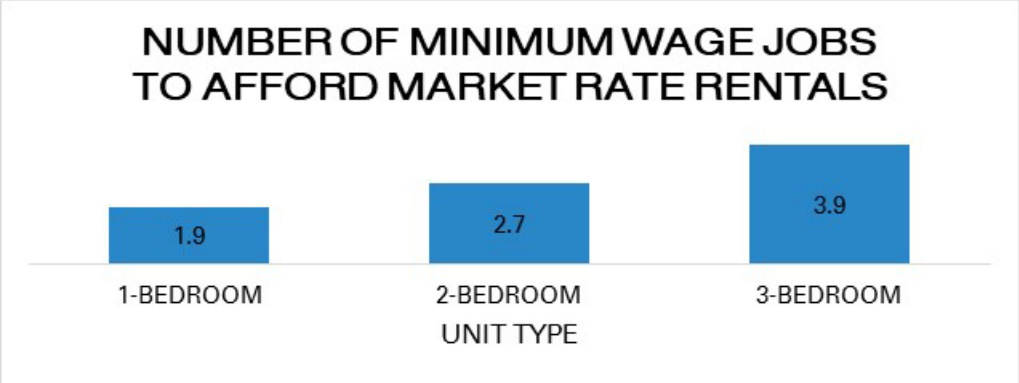
Describe the need for specific types of housing.

ACS data indicates that in 2020 there were 6,051 single-person households in Fontana – 2,824 renters and 3,227 owners. Table 30 shows 3,270 no-bedroom and one-bedroom units in the City, 2,898 rental, 372 owner. The data suggests a potential need for more opportunities to purchase small housing units.

Table 10 reports cost burden and illustrates the number and approximate size of households with incomes at or below 80 percent AMI living in housing units that are beyond their financial means. Elderly and "other" types include single-person households. There are 1,219 renter and 1,600 owner elderly households and 774 renter and 530 "other" households in Fontana. The data also indicates there may be a need for more opportunities to purchase small housing units.

Discussion

For decades, California's housing market has been among the most expensive in the country, and the conditions persist today. To afford the median market rent for a two-bedroom unit in Fontana, a household must earn over $42 per hour, or work over 106 hours per week at minimum wage of $16 per hour – equivalent to nearly three full time jobs. These calculations were made using the method applied by the National Low Income Housing Coalition in the *Out of Reach* series and using market rate rent from Zumper. Market rate rents are significantly higher than fair market rents and more accurately reflect the experience low- and moderate-income households are facing.



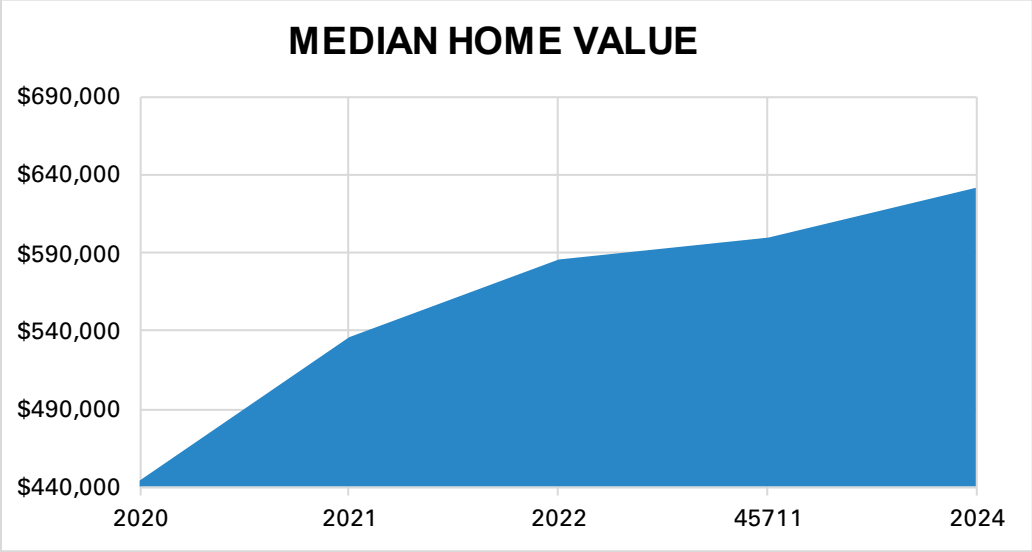
Data Source: 2022 Zumper Research & CA Minimum Wage Data

Figure 18 - Minimum Wage Affordability

MA-15 Housing Market Analysis: Cost of Housing

One of the most important factors in evaluating a community's housing market is the cost of housing and its affordability for current and prospective residents. If housing costs are relatively high in comparison to household income, correspondingly high housing cost burden and overcrowding will typically occur.

Table 32 indicates the median home value and contract rent (not including utility or other associated costs). These values are self-reported by residents through the ACS survey and the data reflects the 5-Year Estimate for 2016–2020. However, in looking at more current housing sales and rental market data – the cost of housing has risen tremendously in recent years. ACS data shows median contract rent increased 26 percent from 2010 to 2020. In 2020, according to ACS data, median home values in Fontana were 13 percent greater than in 2010, during the mortgage-backed securities housing foreclosure crisis. According to the Zillow home value index, value increased 42 percent from $444,021 in November 2020 to $631,304 in November 2024.



Data Source: 2021-2023 Zillow Home Value Index Research

Figure 19 - Median Home Value

Based on the reported housing costs, the Housing Affordability Table indicates the number of units currently affordable to households at different levels of income. It is important to note that simply because a unit is affordable to residents at that income level, it does not necessarily mean that a household at that income level is occupying the unit.

Table 31 - Rental Housing Costs

Rental Housing Cost by Bedroom	2022 ($)	2023 ($)	% Change
1-bedroom	2,033	1,430	-29.7%
2-bedroom	2,119	2,046	-3.4%
3-bedroom	2,980	2,996	0.5%

Data Source: Zumper Research (accessed March 2024)

Table 32 - Cost of Housing

Cost of Housing	2010 ($)	2020 ($)	% Change
Median Home Value	346,700	393,200	13%
Median Contract Rent	1,083	1,368	26%

Data Source: 2010, 2016-2020 ACS (Most Recent Year)

Table 33 - Rent Paid

Rent Paid	Number	%
Less than $500	650	3.58%
$500-999	2,768	15.24%
$1,000-1,499	7,378	40.61%
$1,500-1,999	4,381	24.12%
$2,000 or more	2989	16.45%
Total	18,166	100%

Data Source: 2016-2020 ACS

Table 34 - Housing Affordability

Units affordable to Households at:	Renter	Owner
30% HAMFI	4,254	1,889
50% HAMFI	3,083	2,744
80% HAMFI	4,360	6,585
100% HAMFI	2,380	4,425
Total	14,077	15,643

Data Source: 2016-2020 CHAS

Table 35 - Monthly Rent

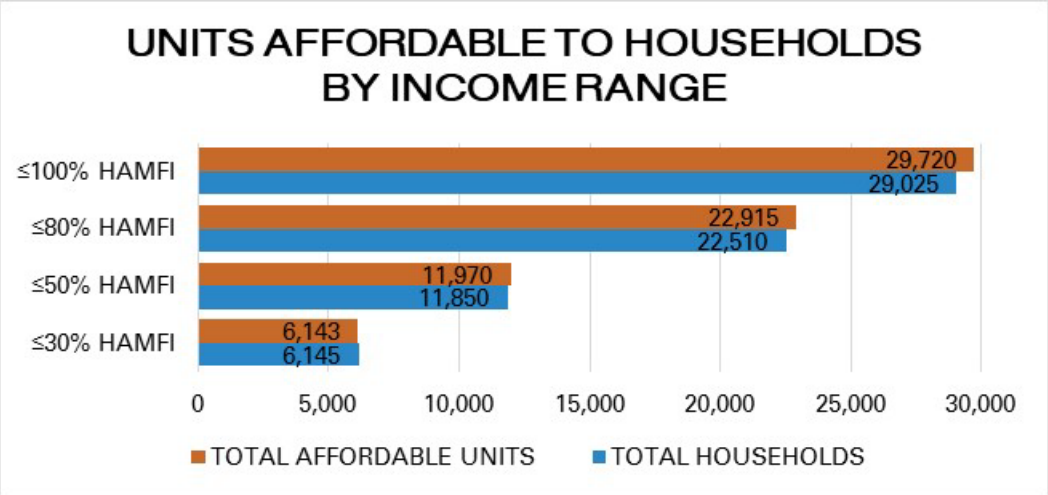
# of Bedrooms	Efficiency (none) ($)	1 ($)	2 ($)	3 ($)	4 ($)
Fair Market Rent	1,062	1,202	1,509	2,065	2,542
High HOME Rent	981	1,053	1,266	1,454	1,603
Low HOME Rent	770	825	990	1,144	1,276

Data Source: 2022 HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

The tables in section NA-10 show 11,850 households with incomes up to 50 percent AMI, of whom 9,664 are cost burdened and 7,480 are severely cost burdened. Table 34 indicates 11,970 units affordable to this income range. That is only an abundance of 120 housing units. There is no guarantee a household of a particular income level will occupy a unit that is affordable to their income level – even if a unit is available in the open marketplace. A significant number of Fontana residents are burdened by housing costs, which prohibits other decision making.

Figure 20 - Units Affordable To Households By Income Range



Data Source: 2016-2020 CHAS Data

How is affordability of housing likely to change considering changes to home values and/or rents?

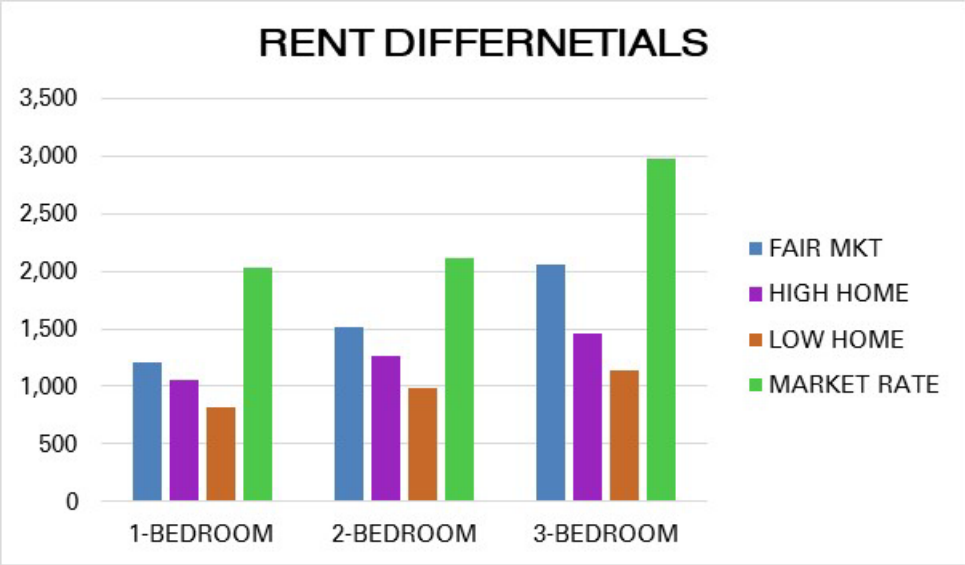
Rental housing costs have increased steadily over the past 10 years – creating more pressure on extremely low-income households. Median market rate rents exceed the Fair Market Rents for San Bernardino County and represent a significant burden for low- and moderate-income households struggling to remain housed. Similarly, median home sales prices increased 11 percent from $545,900 to $605,868 from 2021 to 2023 according to home value data supplied by Zillow. Based on this information and barring significant regional

and national changes in economic conditions, housing prices in Fontana are expected to continue increase during the 2025-2029 *Consolidated Plan* period.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

In 2022 there was significant variation in low HOME, fair market, market rate, and median contract rents. This variance makes it difficult to identify viable affordable housing projects to support and reduces the number of affordable housing units that become available.

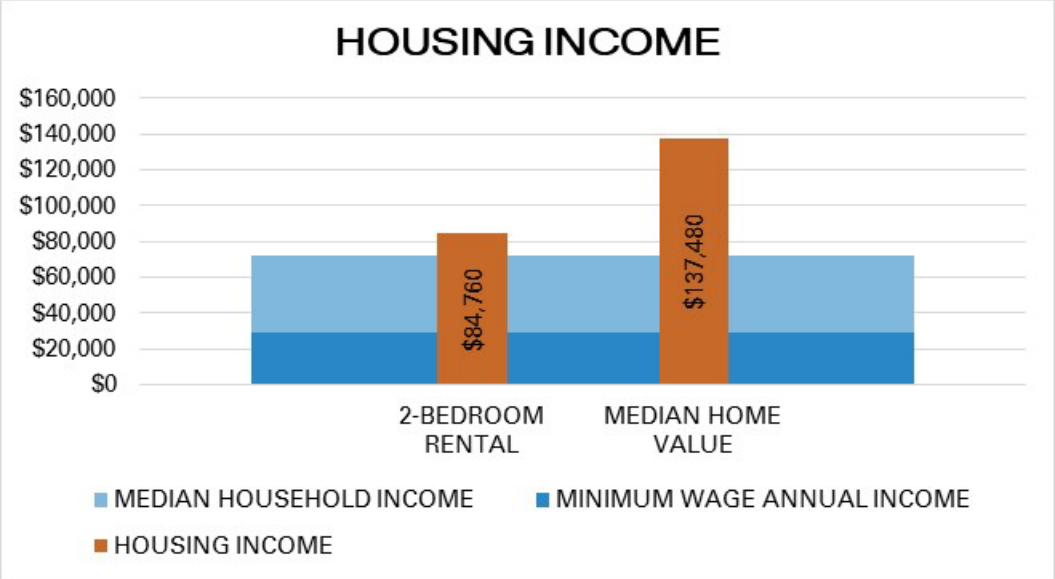
Figure 21 - Rent Differentials



Data Source: 2022 HOME Rates, 2016-2020 5—estimates ACS, 2022 Zumper Research

Discussion

Economic expansion over the last decade and a lag in production of new housing units in Southern California have created an overburdened housing economy. Homeownership is out of reach to more than half of Fontana households, and a single person earning minimum wage cannot reasonably afford a two-bedroom rental apartment. A household would need to earn approximately $140,000 annually to reasonably afford a $585,527 home, which was the median home value in 2022 per the Zillow Home Value Index. The median household income in Fontana in 2022 was about half that, $72,298. A household would need to earn about $80,000 annually to afford a two-bedroom rental in Fontana. A full-time minimum wage employee will gross approximately $30,000 annually.



Data Source: 2022 Zumper Research, Zillow Home Value Index & Mortgage Calculator, CA Minimum Wage Data, Freddie Mac 30 Year Fixed Interest Rate Mortgage Data

Figure 22 – Rental & Ownership Housing Income

Housing income was calculated based on 30 percent of market rate housing costs, HUD Area Median Income, and Freddie Mac reporting of average 30-year fixed mortgage rates.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Assessing the age and physical condition of housing in Fontana forms the basis of strategies to maintain and improve housing quality for low- and moderate-income residents. For this assessment, the ACS defines a "selected condition" as owner- or renter-occupied housing units with at least one of the following conditions:

- Lacking complete plumbing facilities
- Lacking complete kitchen facilities
- More than one occupant per room
- Selected monthly housing costs are greater than 30 percent of household income.

Approximately half of both renter- and owner-occupied units experience one or two selected conditions.

Definitions

Substandard housing is housing that does not meet the minimum standards contained in the State Housing Code (i.e., does not provide shelter, endangers health, safety or well-being of occupants). A substandard condition is one that adversely affects the habitability of the housing unit. As defined by the California Health and Safety Code, a substandard condition exists to the extent that it endangers the health and safety of its occupants or the public. Such conditions include:

- Inadequate sanitation
- Structural hazards
- Any nuisance that endangers the health and safety of the occupants or the public.
- All substandard plumbing, wiring, and/or mechanical equipment, unless it conformed to all applicable laws in effect at the time of installation and has been maintained in good and safe condition.
- Faulty weather protection.
- The use of construction materials not allowed or approved by the health and safety code.
- Fire, health and safety hazards (as determined by the appropriate fire or health official).
- Lack of, or inadequate fire-resistive construction or fire-extinguishing systems as required by the health and safety code, unless the construction and/or systems conformed to all applicable laws in effect at the time of construction and/or installation and adequately maintained.
- Inadequate structural resistance to horizontal forces
- Buildings or portions thereof occupied for living, sleeping, cooking, or dining purposes that were not designed or intended to be used for such occupancies.

- Inadequate maintenance that causes a building or any portion thereof to be declared unsafe.

Standard housing condition in Fontana is defined as housing that meets the minimum standards of the State Housing Code. For the purposes of the CDBG and HOME programs, a unit in substandard condition is considered suitable for rehabilitation provided the unit is structurally sound, and the cost of rehabilitation is considered economically warranted.

Table 36 - Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	13,744	37.5%	8,752	46.8%
With two selected Conditions	886	2.4%	2,100	11.2%
With three selected Conditions	21	0.1%	58	0.3%
With four selected Conditions	0	0.0%	39	0.2%
No selected Conditions	22,034	60.1%	7,735	41.4%
Total	36,685	100.0%	18,684	100.0%

Data Source: 2016-2020 ACS

Table 37 - Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	11,240	30.6%	2,900	15.5%
1980-1999	14,920	40.7%	8,410	45.0%
1960-1979	5,570	15.2%	4,250	22.8%
1940-1959	4,390	12.0%	2,810	15.0%
Before 1939	565	1.5%	310	1.7%
Total	36,685	100.0%	18,680	100.0%

Data Source: 2016-2020 CHAS

Table 38 - Risk of Lead-Based Paint

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Units Built Before 1980	10,525		7,370	
with children under the age of six present	1,855	17.6%	1,895	25.7%
Units Built Before 1980 with households <80% AMI	4,710	44.8%	4,785	64.9%
with children under the age of six present	925	8.8%	1,615	21.9%

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

Table 39 - Blood Lead Levels (BLLs) of children under the age of six

	San Bernardino County			California		
Ages	<4.5 mcg/dL	4.5-9.49 mcg/dL	>9.49 mcg/dL	<4.5 mcg/dL	4.5-9.49 mcg/dL	>9.49 mcg/dL
0-5	20,871	142	26	336,386	3,292	838
6-20	1.625	11	4	27,497	658	142
0-20	22,496	153	30	363,883	3,950	980

Data Source: California Dept. of Public Health, Childhood Lead Poisoning Prevention Branch, California Blood Lead Data & California's Progress in Preventing and Managing Childhood Lead Exposure (Apr. 2022).

Need for Owner and Rental Rehabilitation

The age and condition of Fontana housing stock is an important indicator of potential rehabilitation needs. Housing over 30 years old is presumed to need some form of major rehabilitation, such as roof replacement, foundation work, and plumbing systems. Housing over 20 years old will generally exhibit deficiencies in terms of paint, weatherization, heating / air-conditioning systems, hot water heaters, and finish plumbing fixtures. Housing values in Fontana have increased significantly over a relatively short period of time. Longtime homeowners, especially the elderly and disabled, are more likely to have fixed and limited incomes and may have difficulty maintaining their homes.

This housing stock in Fontana is relatively new, with 68 percent of housing units constructed after 1980 according to 2016-2020 CHAS data. About 42 percent of owner- and renter-occupied housing was built between 1980 and 1999, meaning it is now 30 to 40 years old. There are 14,920 households with at least one member over the age of 62, of which 7,115 household incomes are at or below 80 percent AMI, according to 2016-2020 CHAS data. Additionally, approximately 9,474 individuals aged 18 to 64 have disabilities, based on 2016–2020 ACS five-year estimates. These households are likely to have fixed incomes.

It is reasonable to anticipate that a significant number of housing units are in need of repair and a significant number of households need financial assistance to complete those repairs.

Estimated Number of Housing Units Occupied by Low- or Moderate-Income Families with LBP Hazards

Any housing built before 1978 may contain lead-based paint. If ingested, lead may cause severe damage to young children including decreased growth, learning disabilities, impaired hearing, hyperactivity, nerve, and brain damage. Lead attacks the central nervous system, the neurological system, and can cause brain damage, IQ reduction, learning disabilities, decreased attention span, hyperactivity, growth inhibition, comas, seizures, and in some cases, death. Fetuses may also experience significant adverse effects through prenatal exposure. Children are more susceptible to the effects of lead because their growing bodies absorb more lead, and young children often put their hands and other objects in their mouths. Most children do not have any symptoms, even if a blood test shows that they have an elevated blood lead level. If a child does have symptoms, the symptoms may be mistaken for the flu or other illnesses.

Most of the housing stock in Fontana was built after 1978 and is presumed to not contain lead paint. The 2016-2020 CHAS data show 1,615 low- and moderate-income renter households with children under the age of six were living in housing constructed before 1980, and 925 owner-occupied households meet the same conditions.

Number of Children with Elevated Blood Levels of Lead

The State of California mandates lead screening for all children who participate in publicly funded health programs. In California, screening typically occurs at ages one and two years. A blood level of 10 µg/dL or higher was previously referred to as an "elevated blood level (EBL)." However, as it is now recognized there is no safe level of lead, and adverse effects occur at levels below 10 µg/dL, an "elevated" blood lead level is no longer defined at a specific cut-off point. Of San Bernardino County children under the age of six whose blood lead level has been fully tested in 2020 168 have levels greater than 4.5 mcg/Dl (Kidsdata.org. accessed August 2024).

Discussion

Preservation of the physical and functional integrity of existing housing units occupied by low- and moderate-income households is a cost-effective way to invest limited resources to retain existing housing units already affordable to low- and moderate-income households in the community. Many different types of housing services are needed. As required by the HUD Lead Safe Housing Rule, the City's housing rehabilitation programs will include appropriate safety measures, such as testing and abatement for projects involving units constructed prior to 1978.

MA-25 Public and Assisted Housing

The HACSB administers public housing program throughout the County, including to participating residents in Fontana. As of December 2024, 745 households in Fontana received HACSB administered housing vouchers. The City of Fontana does not own public housing.

Table 40 – Total Number of Units by Program Type

	Public Housing	Vouchers					
		Total	Project -based	Tenant -based	Special Purpose Voucher		
					Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Units vouchers available	1,321	8,678	552	8,126	352	1,109	834
Accessible units	No data	No data	No data	No data	No data	No data	No data

Data Source: PIC (PIH Information Center)

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan

There are no public housing developments in Fontana.

Public Housing Condition

Table 41 - Public Housing Condition

Public Housing Development	Average Inspection Score
Not Applicable	Not Applicable

Describe the restoration and revitalization needs of public housing units in the jurisdiction.

There are no public housing developments in Fontana. HACSB uses Housing Quality Standards for the inspection of all voucher units.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing.

HACSB enforces its deconcentrating of poverty and income-mixing policy. HACSB encourages residents to be actively involved in the community, and in the management of public housing developments through resident councils and numerous opportunities for

feedback, such as community meetings and surveys. HACSB encourages qualified public housing participants to pursue self-sufficiency and homeownership. In the Family Self-Sufficiency program, HACSB staff works with participants to establish a five-year plan to become independent of government assistance. As families' income increases, the amount of rent they are responsible for increases as well. The incremental increase in rent is put into an escrow account that becomes available to the family upon completion of the program, or for eligible expenses during the term of the program. Since 2000, 266 families have become homeowners through the HACSB Homeownership Assistance Program, which provides mortgage assistance to working families for up to 15 years and families with disabilities for up to 30 years.

MA-30 Homeless Facilities and Services

Regionally, there are many facilities and services targeted to residents at-risk of becoming homeless and experiencing homelessness, including a range of emergency shelters, transitional shelters, and permanent supportive housing options. HUD uses the following definitions for these three facility types:

- **Emergency Shelter:** Any facility with the primary purpose of providing a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements.
- **Transitional Housing:** Transitional housing (TH) is designed to provide homeless individuals and families with interim stability and support to successfully move to and maintain permanent housing. Transitional housing may be used to cover the costs of up to 24 months of housing with accompanying supportive services. Program participants must have a lease (or sublease) or occupancy agreement in place when residing in transitional housing.
- **Permanent Supportive Housing:** Permanent supportive housing (PSH) is defined as community-based housing paired with supportive services to serve households in which at least one member has a disability. Housing does not have a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PSH, a program participant must be the tenant on a lease (or sublease) for an initial term of at least one year that is renewable and is terminable only for cause.

Table 42 - Facilities and Housing Targeted to Homeless Households

Facilities and Housing Targeted to Homeless Households	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year-Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Adults and Children	368	32	258	712	N/A
Only Adults	517	N/A	156	937	
Chronically Homeless	N/A	N/A	N/A	614	
Veterans	0	N/A	18	778	
Unaccompanied Youth	12	N/A	2	0	

Data Source: 2024 Housing Inventory Chart

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons.

In California, the primary programs for assisting families in poverty are CalWORKS, CalFresh, and Medi-Cal. These programs provide clients with employment assistance, discounted food, medical care, childcare, and cash payments to meet basic needs, such as housing and transportation.

The California Work Opportunities for Kids (CalWORKs) program provides financial assistance and Welfare-to-Work services to California families with little to no cash. Through this program, families may be eligible to receive immediate short-term help with housing, food, utilities, clothing, or medical care. Childcare is also available through this program.

CalFresh, formerly the Food Stamp Program, is a nutritional assistance program that provides Electronic Benefit Transfer Cards to individuals receiving public assistance to purchase food and other essential items.

The Medi-Cal program provides health coverage for individuals with low-income and limited ability to pay for health coverage, including seniors, those with disabilities, young adults and children, pregnant women, persons in a skilled nursing or intermediate care home, and persons in the Breast and Cervical Cancer Treatment Program (BCCTP). Recipients of federally funded cash assistance programs, such as CalWORKs (a state implementation of the federal Temporary Assistance for Needy Families (TANF) program), the State Supplementation Program (SSP) (a state supplement to the federal Supplemental Security Income (SSI) program), foster care, adoption assistance, certain refugee assistance programs, or In-Home Supportive Services (IHSS), are also eligible.

CDBG, HOME, and ESG Funded Activities

Congress designed the CDBG programs to serve low-income people, some of which may meet the federal poverty definition. The City receives funding for ESG, CDBG, and HOME programs. Program guidelines require that at least 70 percent of all CDBG funds are used for activities that benefit low- and moderate-income persons. Additionally, all CDBG activities must meet one of three national objectives:

- Benefit low- and moderate-income persons (at least 51 percent of the beneficiaries must be low- and moderate-income.
- Address slums or blight.
- Address a particularly urgent community development need.

CDBG programs assist the homeless and those at risk of homelessness directly and indirectly.

Under the HOME program, households must earn no more than 80 percent of the AMI, adjusted for household size, to be eligible for assistance. Furthermore, 90 percent of the allocation that is invested in affordable rental housing must be directed to assist households earning no more than 60 percent AMI.

The ESG program provides homeless individuals with basic shelter and essential supportive services. It can assist with the operational costs of the shelter facility, and for the administration of the funds. ESG also provides short-term homeless prevention assistance to individuals at imminent risk of losing their own housing due to eviction, foreclosure, or utility shutoffs.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Table 43 - Homeless Service Providers for the City of Fontana

Provider	Location	Description
Center for Spiritual Living	San Bernardino County	Seasonal ES
City of Victorville	San Bernardino County	ES
Community Action Partnership of San Bernardino	San Bernardino County	ES, TH
County of San Bernardino Transitional Assistance Department	San Bernardino County	ES
Department of Behavioral Health	San Bernardino County	ES, PSH
Desert Sanctuary	San Bernardino County	ES, TH
Doves of Big Bear	San Bernardino County	ES, TH
Family Assistance Program	San Bernardino County	ES, TH
Family Service Association of Redlands	San Bernardino County	ES
Foothills AIDS Project	San Bernardino County	ES
High Desert Homeless Services	San Bernardino County	ES
Holy Name Catholic Church	San Bernardino County	Seasonal ES
House of Ruth	San Bernardino County	ES, TH
Illumination Foundation	San Bernardino County	ES
Inland SoCal United Way	San Bernardino County	ES
Inland Temporary Homes	San Bernardino County	ES
Knowledge & Education for Your Success	San Bernardino County	ES
Lutheran Social Services of Southern California	San Bernardino County	ES, TH, PSH

Provider	Location	Description
Mercy House	San Bernardino County	ES
Morongo Basin	San Bernardino County	ES, TH
Mountain Homeless Coalition	San Bernardino County	ES, TH, PSH
New Hope Village	San Bernardino County	ES, TH, PSH
Operation Grace	San Bernardino County	ES
Option House	San Bernardino County	ES
Salvation Army	San Bernardino County	ES, TH
Set-Free Ministry	San Bernardino County	ES
Time for Change Foundation	San Bernardino County	ES, TH, PSH
Victor Valley Domestic Violence	San Bernardino County	ES
Victor Valley Family Resource Center	San Bernardino County	ES, TH
Victor Valley Rescue Mission	San Bernardino County	ES
Water of Life Community Church	San Bernardino County	ES
With Open Arms	San Bernardino County	ES
Foothills Family Shelter	San Bernardino County	TH
Life Community Development	San Bernardino County	TH
Mary's Mercy Center	San Bernardino County	TH
Pacific Lifeline	San Bernardino County	TH
Steps 4 Life	San Bernardino County	TH
The Blessing Center	San Bernardino County	TH
Housing Authority of San Bernardino County	San Bernardino County	PSH
Lighthouse Social Services	San Bernardino County	PSH
Step Up on Second Street	San Bernardino County	PSH
US Veterans Inc	San Bernardino County	PSH

MA-35 Special Needs Facilities and Services

Special needs populations include people who are not homeless, but due to various reasons need services and supportive housing. The City will consider allocating CDBG public service funding to programs that provide services to special needs populations, including but not limited to those serving the elderly, frail elderly, people with developmental and physically disabilities including alcohol or substance abuse, PTSD, HIV/AIDS, and victims of domestic violence and human trafficking.

Elderly is defined under the CDBG program as a person who is aged 62 or older. A frail elderly person is an elderly person who is unable to independently perform at least three "activities of daily living" including eating, bathing, grooming or home management activities. Based on 2016-2020 CHAS data of the 14,920 households containing at least one elderly person in Fontana, 7,115 earn up to 80 percent of the AMI, and may require public services to continue to live independently. ACS data from the same period shows 9,436 residents of Fontana aged 65 and older have a disability. Of those people, 50 percent experience independent living difficulty, 41 percent experience hearing difficulty, and 28 percent experience hearing difficulty.

Individuals with disabilities who have physical or mental impairment that substantially limits one or more major life activities generally rely on supportive services to perform activities of daily living. In Fontana, the Civilian Noninstitutionalized Population aged 18 to 64 is 134,581. According to the 2021 ACS estimate, an estimated three percent have a disability and are employed in the civilian sector, less than one percent have a disability and are unemployed, and about three percent have a disability and are not in the labor force. According to the 2020 ACS 5-Year estimate those who have a disability, 38 percent have an ambulatory difficulty, 32 percent experience an independent living difficulty, 39 percent have cognitive difficulty, 24 percent have a hearing difficulty, 28 percent have a vision difficulty, and 15 percent have a self-care difficulty.

Drug abuse or substance abuse is defined as the use of chemical substances that lead to an increased risk of problems, and an inability to control the use of the substance. Substance abuse can be indicative of addiction disorder and may stem from physical and mental health issues. SAMHSA conducted the National Survey on Drug Use and Health (NSDUH) and reported that in the State of California the prevalence of substance use disorder among the population over the age of 11 was 8.27 percent in 2013–2014, and was 17.12 percent in 2021–2022.

HIV is a virus that weakens the immune system by destroying important cells that fight diseases and infection. AIDS is the final stage of HIV. The CDC Atlas Plus program reported an estimated 5,240 persons living with HIV disease at the end of 2022 in San Bernardino County. Of that total, 288 were newly diagnosed during that year

(https://www.cdc.gov/nchhstp/atlas/index.htm, accessed March 2024). New HIV diagnoses were most concentrated among those aged 25 to 34.

Domestic violence includes, but is not limited to, felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, or by a person who is cohabitating with or has cohabited with the victim. In 2022, 708 calls related to domestic violence were made from Fontana (openjustice.doj.ca.gov, accessed November 2024).

Human trafficking is a crime that involves the forceful, fraudulent, or coercive methods of entrapping a person, real or perceived, to exploit them for financial gain. The exploitative nature can come in the form of labor services, involuntary servitude, enslavement, debt bondage, or commercial sex acts. Human trafficking is extremely difficult to track. There is no recent or reliable prevalence rate to report. In 2023, in California, the National Human Trafficking Hotline identified 1,128 cases of human trafficking that involved 2,045 victims (https://humantraffickinghotline.org/ accessed January 2025). The most common type of human trafficking reported in California was sex trafficking The U.S. Department of State *Trafficking in Persons Report* published in July 2022, reports victims of human trafficking are found in every state in the country and trafficked from every country in the world. Victims of human trafficking in the United States are most frequently trafficked from within the United States, Mexico, and Honduras.

NIMH explains PTSD can "develop after exposure to a potentially traumatic event that is beyond a typical stressor" and potential inducing events may include, but are not limited to, "violent personal assaults, natural or human-caused disasters, accidents, combat, and other forms of violence." Symptoms of PTSD can be debilitating. The U.S. Department of Veteran's Affairs National Center for PTSD reports an estimated six percent of the population, eight percent of women and four percent of men, will experience PTSD at some point in their lives.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs.

To determine the level of need and types of services needed by special needs populations, the City conducted the Community Needs survey, consulted with local service providers, and reviewed data from the ACS, CHAS, CDC, State of California Department of Justice, U.S. Department of State, and NIMH. Supportive services required for special needs populations include case management, medical or psychological counseling and supervision, childcare, transportation, and job training for the purpose of facilitating an individual's stability and independence.

In housing, accessibility modifications to accommodate persons with mobility disabilities may include, but are not limited to, wider doorways, no step thresholds, installation of ramps, grab bars, lowered countertops, and accessible hardware. The needs of residents with sensory disabilities are different from those with mobility disabilities. Individuals with hearing disabilities require visual adaptations for such items as the telephone ringer, the doorbell, and smoke alarms. Residents who are blind may require tactile marking of changes in floor level and stair edges, and braille markings on appliances and controls. People with low vision may require large print markings and displays, contrasting colors to distinguish changes in level or transition from one area to another, proper lighting, and reduced glare from lighting and windows.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Insufficient supply of supportive housing together with inadequate discharge planning and coordination contributes to homelessness in situations where people are released from public institutions or public systems of care without having an appropriate mainstream or supportive housing option in place. Coordinated discharge planning for those exiting foster care, health and mental health care, and corrections is a recognized as best practice. The state mandates discharge planning policy for foster, health and mental health, and corrections.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals.

During the first year of this Consolidated Plan cycle the city plans to invest approximately $40,000 in the Senior Scholarships Program, making the City's Parks and Recreation Departments programming accessible to non-homeless elderly residents. The City will continue offering its Housing Rehab Program in the next program year which benefits low- and moderated-income homeowners with and without special needs.

MA-40 Barriers to Affordable Housing

Negative Effects of Public Policies on Affordable Housing and Residential Investment

A barrier to affordable housing is a public policy or nongovernmental condition that constrains the development or rehabilitation of affordable housing, such as land use controls, property taxes, state prevailing wage requirements, environmental protection, cost of land and availability of monetary resources. Barriers to affordable housing differ from impediments to fair housing choice in that barriers are lawful and impediments to fair housing choice are usually unlawful.

The City's 2021-2029 Housing Element describes the following constraints on housing development due to local policies:

Parking Requirements: The City parking requirements fluctuate depending on land use and intensity. The minimum parking requirements in the R-4 zoning district for a 30-unit project on one acre and made up of all two-bedroom units is 60 parking spaces. Assuming a standard nine-foot by 18-foot parking space (162 square-feet per space), parking requirements total approximately 9,720 square-feet. Using the estimated cost of $12.34 per square-foot (based on the market analysis done above) parking for a one-acre development in the R-4 zone can cost $119,944. The City parking standards require all of the 60 parking spaces to be covered. Construction costs can be higher for covered parking, parking structures, and/or below ground parking. The cost of parking, based on the City requirements for multi-family housing, can be considered a constraint to the development of housing. The developers may receive concessions or incentives in the form of parking reduction for the development of housing affordable to low- and very low-income households, as provided under the State Density Bonus Law.

Development Fees: Residential developers are subject to a variety of fees and exactions to process permits and provide necessary services and facilities as allowed by state law. All information regarding the City development fees is available to the public on the City website as pursuant to Gov. Code §65940.1 (a)(1)(B). Development fees can be a constraint to the maintenance, improvement, and development of housing, because the added costs for developers may result in higher housing unit costs. However, development fees are necessary to provide planning and public services.

Local Processing and Permit Procedures: The development community commonly cites the permit processing time as a contributor to the high cost of housing. Depending on the magnitude and complexity of the development proposal, the time that elapses from application submittal to project approval may vary considerably. Factors that can affect the length of development review on a proposed project include the completeness of the development application, and the responsiveness of developer to staff comments and requests for information. The typical permit review and approval timeline for single-family

and multifamily developments in Fontana is six to 20 weeks. This timeframe aligns with the processing timelines of nearby cities, such as Rialto, Rancho Cucamonga, and Ontario, where approvals typically take two to seven months, depending on the size and specifics of the residential project. Therefore, Fontana permit processing time does not present a constraint to the development of housing as compared to the surrounding market. Additionally, the City has committed to housing policy actions that aim to expedite the permit processing time, and monitoring development fees to ensure that they do not create an undue burden on residential development in the City.

Infrastructure Costs: Another factor that could constrain new residential construction is the requirement and cost to provide adequate infrastructure (e.g., major and local streets; water and sewer lines; and street lighting) needed to serve new residential development. In most cases where new infrastructure is required, it is funded by the developer and then dedicated to the City, which is then responsible for its maintenance. Because the cost of these facilities is generally borne by developers, it increases the cost of new construction, with much of that increased cost often "passed on" as part of home rental or sales rates.

MA-45 Non-Housing Community Development Assets

During the implementation of the 2025–2029 *Strategic Plan*, the City will use CDBG funds to provide a suitable living environment for low- and moderate-income people. To expand economic opportunities for low- and moderate-income people and provide a pathway out of poverty, the Annual Action Plan includes a scholarship program that supports family self-sufficiency.

Economic Development Market Analysis

Table 44 - Business Activity

Business Activity by Sector	Number of Workers	Number of Jobs	Share of Workers	Share of Jobs	Jobs less Workers
Agriculture, Mining, Oil & Gas	398	9	0.4%	0.0%	-0.4%
Arts, Entertainment, Accommodations	7,942	4,916	8.1%	9.5%	1.4%
Construction	7,852	2,415	8.0%	4.7%	-3.3%
Education and Health Care Services	19,789	15,570	20.1%	30.0%	9.9%
Finance, Insurance, and Real Estate	4,032	1,294	4.1%	2.5%	-1.6%
Information	1,145	145	1.2%	0.3%	-0.9%
Manufacturing	8,939	4,158	9.1%	8.0%	-1.1%
Other Services	5,317	1,218	5.4%	2.3%	-3.0%
Professional, Scientific, Management	7,692	962	7.8%	1.9%	-6.0%
Public Administration	5,047	1,295	5.1%	2.5%	-2.6%
Retail Trade	12,026	7,363	12.2%	14.2%	2.0%
Transportation and Warehousing	14688	8189	14.9%	15.8%	0.9%
Wholesale Trade	3609	4309	3.7%	8.3%	4.6%
Total	98,476	51,843	100%	100%	0

Data Source: 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Table 45 - Labor Force

Labor Force Statistics	Number of People
Total Population in the Civilian Labor Force	158,624
Civilian Employed Population 16 years and over	104,702
Unemployment Rate	590.0%
Unemployment Rate for Ages 16-24	16.7%
Unemployment Rate for Ages 25-65	4.2%

Data Source: 2016-2020 ACS

Table 46 - Occupations by Sector

Occupations by Sector	Number of People
Management, business and financial	10,227
Farming, fisheries, and forestry occupations	194
Service	15,951
Sales and office	22,791
Construction, extraction, maintenance, and repair	6,446
Production, transportation, and material moving	23,453

Data Source: 2016-2020 ACS

Table 47 - Travel Time

Travel Time to Work	People	Percent
< 30 Minutes	47,410	52%
30-59 Minutes	26,584	29%
60 or More Minutes	16,946	19%
Total	90,940	100%

Data Source: 2016-2020 ACS

Table 48 - Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	13,858	829	7,648
High school graduate (includes equivalency)	22,677	1169	7,648
Some college or associate's degree	25,708	1,028	6,726
Bachelor's degree or higher	17,990	537	2,791

Data Source: 2016-2020 ACS

Table 49 - Educational Attainment by Age

Educational Attainment by Age	Age in years				
	18–24	25–34	35–44	45–65	65+
Less than 9th grade	352	767	2,651	7,305	4,500
9th to 12th grade, no diploma	1,997	2,300	3,307	6,005	2386
High school graduate, GED, or alternative	9,441	10,442	8,038	13,062	4,021
Some college, no degree	10,668	7,977	8,281	9,738	2,927
Associate's degree	783	2,998	1965	2,542	1009
Bachelor's degree	1763	5,325	5,170	5,520	1,842
Graduate or professional degree	22	1217	1895	2,191	807

Data Source: 2016-2020 ACS

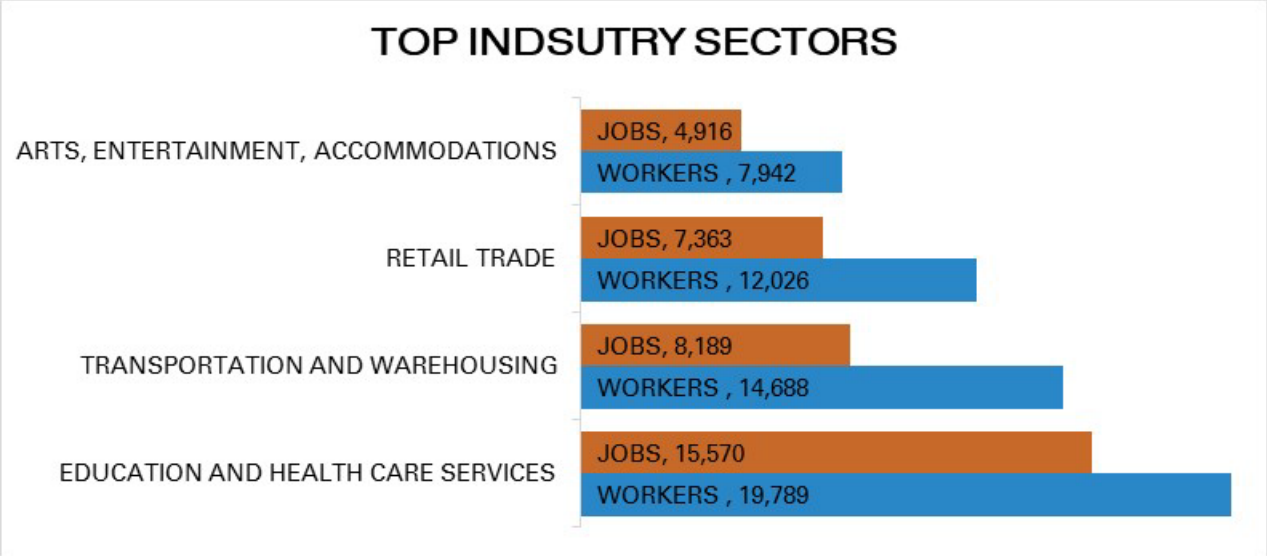
Table 50 - Median Earnings in the Past 12 Months by Educational Attainment

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	$40,150
High school graduate (includes equivalency)	$30,119
Some college or associate's degree	$35,401
Bachelor's degree	$41,529
Graduate or professional degree	$56,673

Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

According to 2020 Longitudinal Employer Household Dynamics (LEHD) data, the top four major private employment sectors by number of jobs were Education and Health Care Services (15,570 jobs), Transportation and Warehousing (8,189 jobs), Retail Trade (7,363 jobs), Arts, Entertainment, Accommodations (4,916 jobs).



Data Source: ACS 2016-20205-Year Estimates, 2020 Longitudinal Employer and Household Dynamics

Figure 23 - Top Industry Sectors By Jobs

Describe the workforce and infrastructure needs of the business community

The business community in Fontana relies largely on a skilled workforce. Employers across all sectors – particularly those in industries where local facilities serve as destination locations or part of a larger logistics chain such as transportation and warehousing – depend on well-maintained roads and transportation system.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Over the last five years, public and private investment in a range of projects have begun to shift the economic landscape in Fontana to one with a broader range of opportunities for residents of all skill levels. Significant federal, state, and local funding has been invested in the initial planning and implementation of the Downtown Revitalization Project. The City is committed to fostering mixed-use (housing, jobs, entertainment) development in its fast growing central business district. Initial place making projects include a 911 Memorial,

Downtown furnishings, utility equipment wraps, artwork and mural restoration, and a public arts building design and construction. Simultaneously the City is investing federal funds into the expansion of the Pacific Electric Trail, directly aligns with the regional Comprehensive Economic Development Strategy (CEDS) to bolster quality of life. by enhancing opportunities for outdoor urban recreation.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

An estimated 49 percent of Fontana population aged 18 to 64 has some post-secondary education, 32 percent of whom have some college or an associate's degree. Generally, the skills and education of the current workforce correspond to the employment opportunities in the City. Table 44 shows there are more workers than jobs in the industry sectors that follow: Agriculture, Mining, Oil & Gas, Arts, Entertainment, Accommodations, Construction, Education and Health Care Services, Finance, Insurance, and Real Estate, Information, Manufacturing, Other Services, Professional, Scientific, Management, Public Administration, Retail Trade, and Transportation and Warehousing. Most of the working population in Fontana travels less than 30 minutes to work.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's *Consolidated Plan*.

The San Bernardino County Workforce Development Board (WDB) oversees Workforce Investment Act (WIA) programs in San Bernardino County. The WDB operates comprehensive one-stop career centers, satellite offices, and mobile One-Stop (M1) that serves adult job seekers, including youth ages 18 years and older. Youth Opportunity Centers (YOC) provide a system of support for the educational and employment success of youth in the area aged 16 to 21. All centers provide services to the business community. LAUNCH, an apprenticeship initiative led by the region's community colleges, K-12 school districts, and the WDBs of San Bernardino and Riverside Counties, combines paid, on-the-job training led by a local business with technical instruction from community colleges. This initiative strengthens pathways between education and employment, ensuring a skilled workforce for the region.

The Chaffey Community College District provides programming and services for the CalWORKs program, which provides numerous programs including the Workforce Training Program, Building Businesses Program, International Trade Development Program, and the Procurement Assistance Center Program. InTech Center at Chaffey College has partnered with California Steel Industries to provide technical training and professional development. Upon completion of one of InTech's pre-apprenticeship programs, graduates earn a certificate and are equipped with in-demand skills. Building on the success of the

InTech Center, Chaffey College and Victor Valley College collaborated to open the High Desert Training Center in 2021, to provide short-term intensive training to employees of local industrial companies.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes. The City participates with San Bernardino County in implementing their Comprehensive Economic Development Strategy.

If so, what economic development initiatives are you undertaking that may be coordinated with the *Consolidated Plan*? If not, describe other local/regional plans or initiatives that impact economic growth.

The current regional CEDS identifies four strategies. The fourth strategy, to bolster the quality of life, most directly aligns with initiatives the City will undertake as part of its five-year *Consolidated Plan*. The objectives of this CEDS strategy are to "promote and invest in opportunities or, access to, and entrepreneurship related to urban outdoor recreation, such as bike shops, community parks, and programs for school-aged children. Support municipalities' development of employment center districts, including cultural arts and retail districts, to spur tourism, placemaking, and entrepreneurship" and "work with community leaders and organizations to explore the possibility of providing county support for community land trusts." The City's investments of CDBG and HOME funds in the expansion and preservation of affordable housing and public services directly and indirectly supports the objectives of the CEDS strategy. Specifically, the public services scholarship program expands access to extracurricular activities to households with low- and moderate-incomes.

Discussion

In the spring of 2020, unemployment rates in the United States reached the highest levels since the U.S. Bureau of Labor Statistics (BLS) began recording this data. According to the BLS, national unemployment rates reached 23.5 percent in May 2020. Unemployment rates remained at historically high levels for nearly six months. As of December 2023, unemployment rates declined to 4.8 percent in the City and five percent in San Bernardino County. In 2019, prior to the Coronavirus Pandemic, the unemployment rate in Fontana the unemployment rate was 3.1 percent, and the County was 3.4 percent.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Concentrations of households with housing problems are defined as ten percent over the rate at which severe housing problems occur throughout the City as a whole, based on CHAS 2016-2020 data. Citywide 28 percent of households have one or more severe housing problem, therefore the threshold for concentration is set at 38 percent. There are 13 Census Tracts in the center of the City where a concentration of households that experience severe housing problems. Map 8 illustrates this concentration.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

Concentration of racial and ethnicity minorities and low-income are defined as ten percent over the rate at which those variables occur throughout the City as a whole. Citywide 22 percent of residents have low-incomes, therefore the threshold is set at 32 percent. There are 25 Census Tracts with a low-income concentration throughout the city. Citywide over 86 percent of households identify as racial or ethnic minorities, therefore the threshold in 96 percent. The City is majority minority. There is one Census Tract with a concentration. There are no Census Tracts with a concentration of both low-income and racial or ethnic minorities. This is illustrated in Maps 9 and 10.

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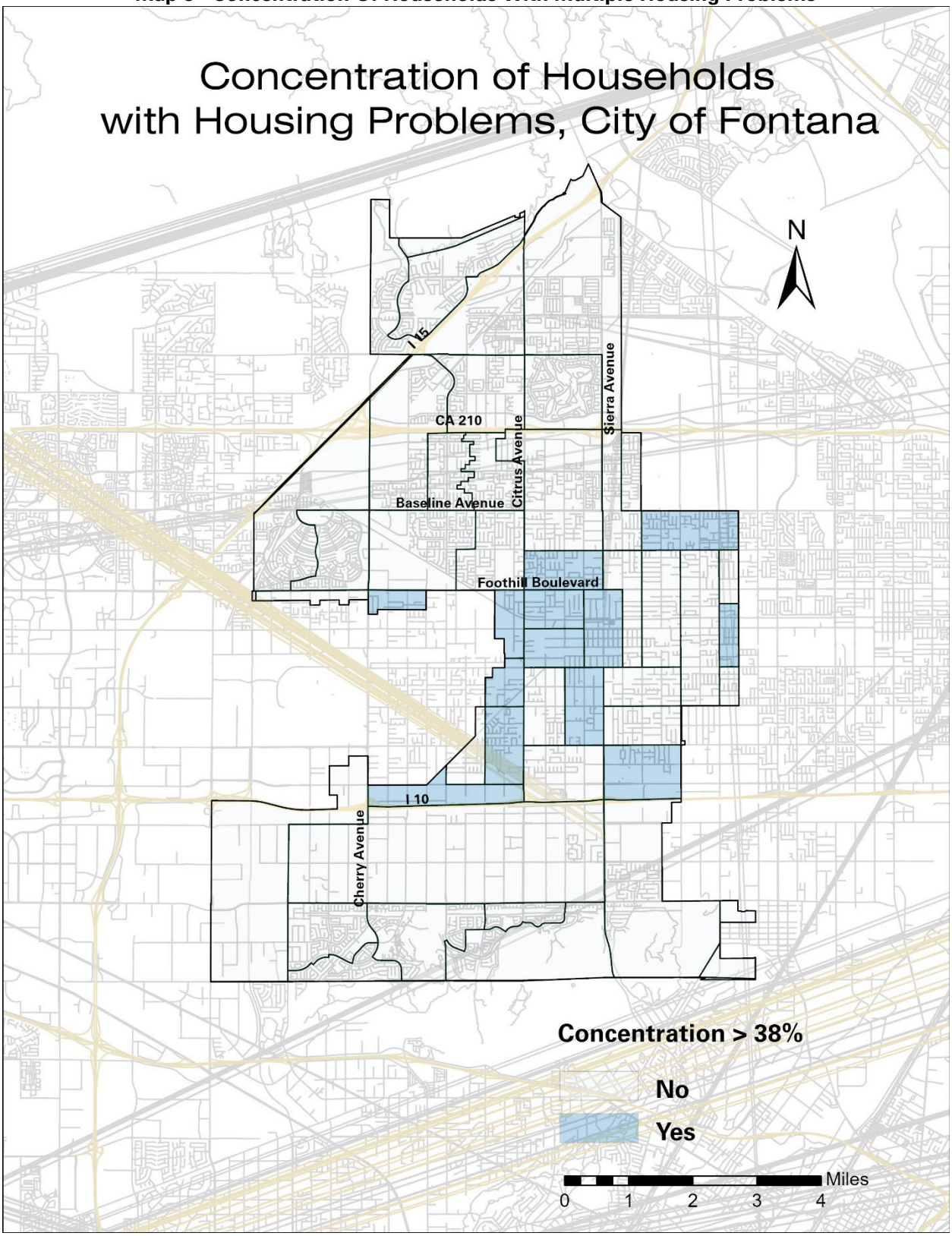
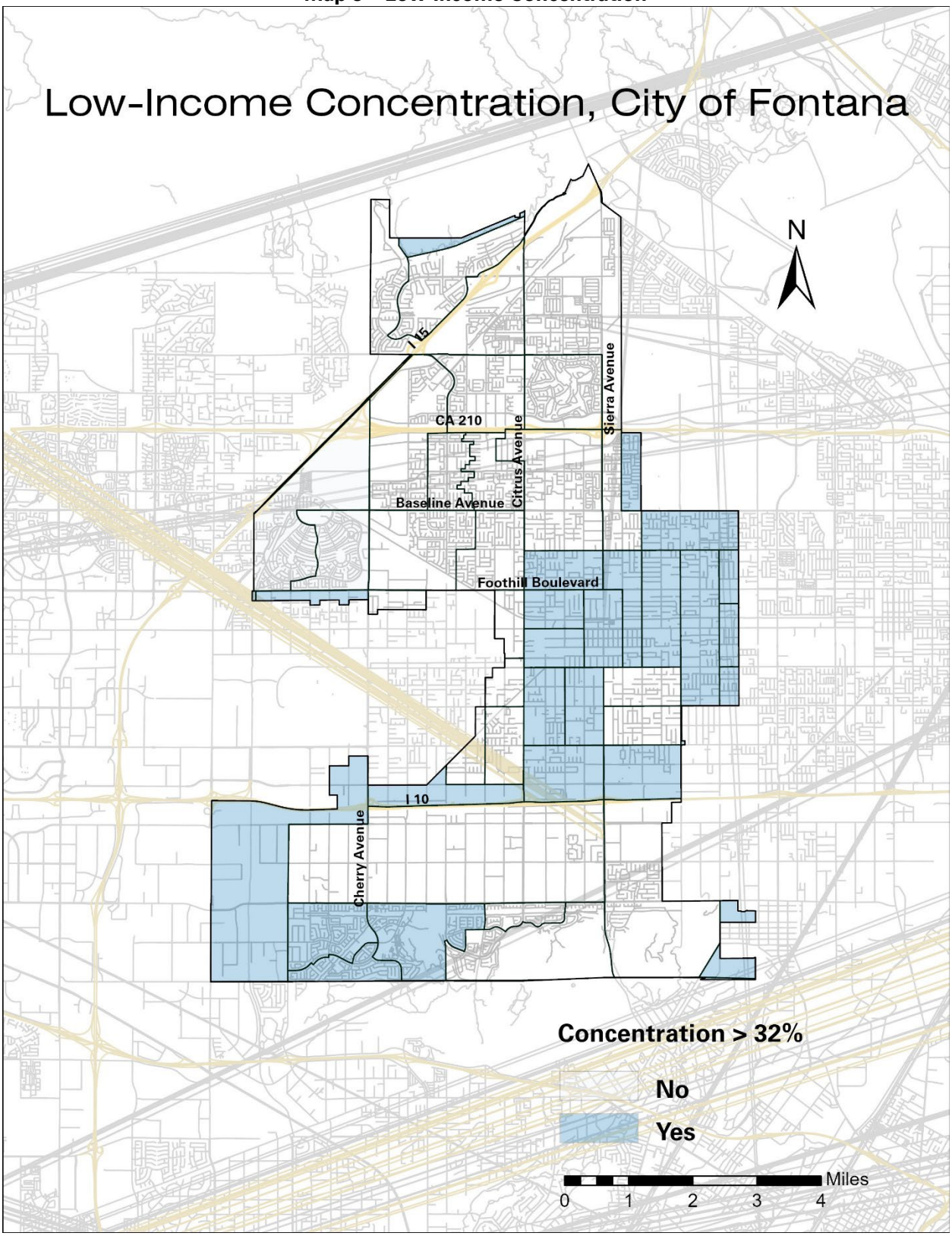
Map 8 - Concentration Of Households With Multiple Housing Problems



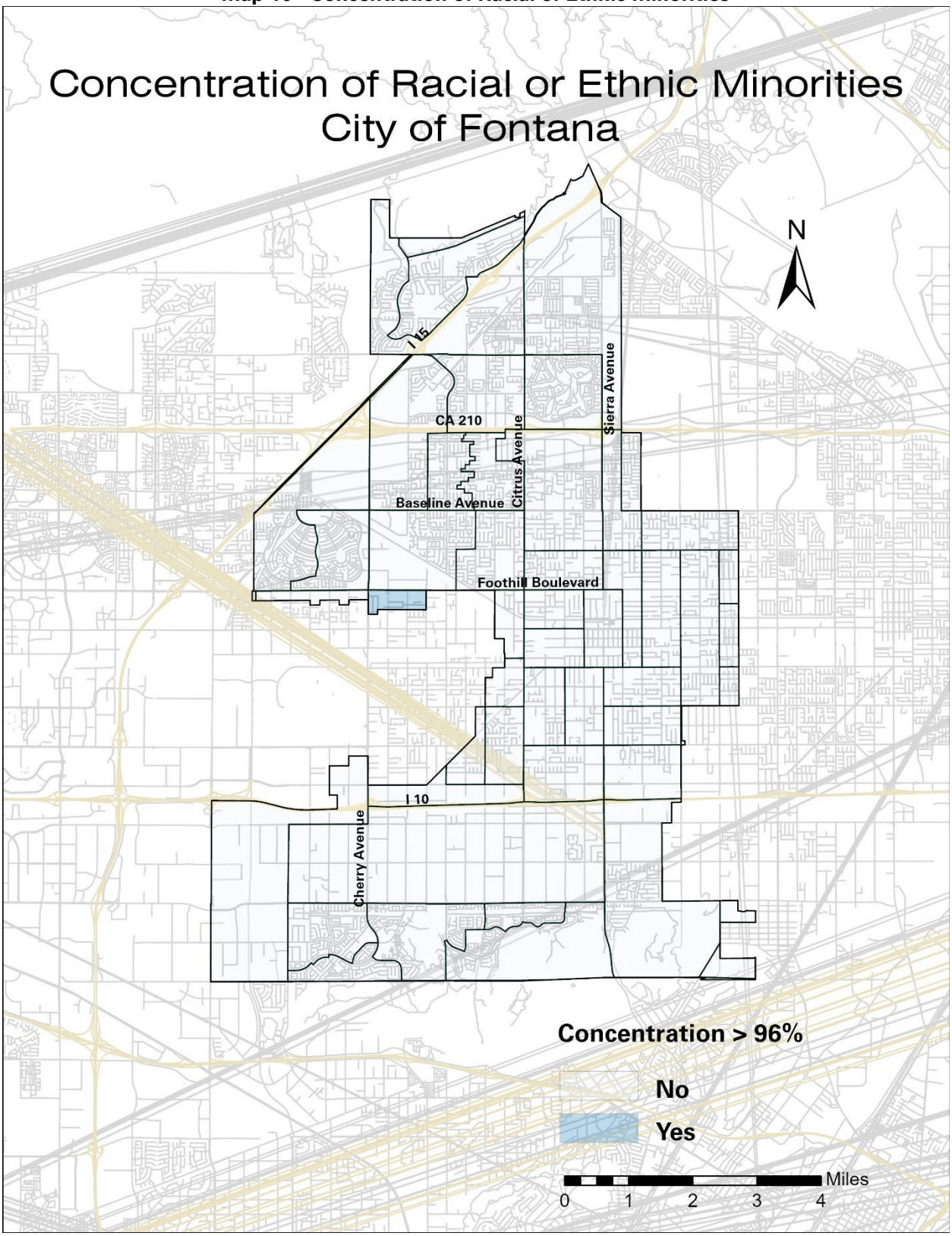
Source: 20160-2020 CHAS Data

Map 9 – Low-Income Concentration



Source: 20160-2020 ACS Data

Map 10 - Concentration of Racial of Ethnic Minorities



Source: 20160-2020 ACS Data

What are the characteristics of the market in these areas/neighborhoods?

These areas are mixed use with businesses, apartment complexes, parks, units of low-income housing, and public transportation centers (Metrolink Station/bus stops) in the neighborhoods along the Foothill Boulevard corridor between Citrus and Alder Avenues and the Sierra Avenue corridor between Foothill and Valley Boulevards. In the center of the City are two adjacent Census Tracts where many Low-Income Housing Tax Credit and Project-Based Section 8 developments are located and where there is a concentration of households with housing problems.

Are there any community assets in these areas/neighborhoods?

There are many community assets in the CDBG Target Areas, including:

- Fontana City Hall
- Fontana Civic Center
- Fontana Public Library
- Kaiser Permanente Medical Center
- Metrolink Station
- Numerous parks and recreational facilities

Additional assets are as follows:

- Education: While Fontana residents have lower rates of college education, UC/CSU eligibility, and English proficiency than the state overall, the City has higher teacher experience and high school graduation rates than the state.
- Employment: While Fontana residents have lower employment rates and median incomes than the state as whole, the rate of job growth is greater in the City than in the state.
- Homeownership and Housing Costs: Residents in Fontana have greater rates of home ownership and less housing cost burden than the state overall.
- Transportation: The City overall has better mobility ratings than the state. More Fontana residents have access to vehicles and commute less to work, compared to the state overall.

Are there other strategic opportunities in any of these areas?

The development of new transit-oriented market rate housing, and retail shopping and dining opportunities, as part of the Sierra Avenue Corridor zone will increase economic opportunity in the CDBG Target Areas north of the 10 Freeway and will likely bring additional diversity to the area in terms of race, ethnicity, and income.

MA-60 Broadband Needs

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

All residences and small businesses in Fontana may have access to fixed and mobile broadband. Internet Service Providers (ISP) self-report to the Federal Communications Commission (FCC) on broadband availability throughout the County. Fixed broadband goes to homes and small businesses using fiber, cable, DSL, satellite, and fixed wireless technology. Mobile broadband is stationary coverage outdoors and mobile in-vehicle coverage. The FCC reports, as of June 2023, that fixed internet access is available at six different download/ upload speeds ranging from 0.2/0.2 megabits per second (Mbps) to 1000/100 Mbps and mobile access is available at the three fastest download/ upload rates available 4G 4G & 5/1 Mbps, 5G-NR 5G-NR & 7/1 Mbps, and 5G-NR 5G-NR & 35/3 Mbps.

The FCC's Affordable Connective Plan (ACP), which offered financial assistance to help households with low-income afford access to the internet has been discontinued. This program was available to new applicants from 2021 through February 2024. As of December 2023, 29,748, households in Fontana subscribed to this program. The State offers the California LifeLine program that offers discounted home and cell phone services to eligible households. A discounted phone line may defray all household costs, reducing the impact of the cost of an internet service provider. A high level of need for affordable broadband is indicated in Fontana.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

According to the FCC there are five active fixed internet providers in Fontana. Charter Communications, Viasat, Inc., Space Exploration Technologies Corp., and Hughes Network Systems, LLC reach at least 80 percent of residences in the City. There are three active mobile internet providers. The primary mobile internet providers are Verizon Communications Inc., T-Mobile USA, Inc., and AT&T Inc.

MA-65 Hazard Mitigation

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The City's current Hazard Mitigation Plan was approved by City Council on August 18, 2018. Historically the hazards that have posed the greatest risk to the City are earthquakes, wind surges, and wildfires. In 2017, the following hazards were added: landslide, flood, terrorism, and climate change-drought. Of these hazards, those considered high risk are earthquakes, wildfires, floods/ winter storms, and wind surges. Terrorism and climate change-drought are considered mid-level risks, and landslides low risk. The City works with the County to mitigate the extent of these hazards and plan for response should they occur.

Describe the vulnerability of housing occupied by low- and moderate-income households to these risks.

Low- and moderate-income households, along with special needs populations, face significant vulnerabilities to climate-related hazards. The housing of these residents is often in poorer condition, making it more susceptible to harsh weather conditions like extreme heat. Additionally, elderly residents are particularly at higher risk during extreme weather events, including heatwaves.

Strategic Plan

SP-05 Overview

The *Strategic Plan* is a guide for the City to establish housing, community, and economic development priorities, strategies, and goals for its investment of CDBG, HOME, and ESG allocations from HUD over the next five years: beginning July 1, 2025, and ending June 30, 2030. The priority needs and goals established in this *Strategic Plan* are based on the Needs Assessment and Market Analysis of this *Consolidated Plan*.

The priority needs listed below are established as part of this *Strategic Plan*.

- Preserve the supply of affordable housing
- Expand the supply of affordable housing
- Ensure equal access to housing opportunities
- Prevent and eliminate homelessness
- Provide public services to low-income residents

Table 51 - Strategic Plan Summary

Goal Name	Time Period	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1. Affordable Housing	2025-2029	Affordable Housing	Citywide	Preserve the supply of affordable housing Expand the supply of affordable housing	HOME: $4,327,844 CDBG: $6,175,000	-Rental units constructed: 11 households/ housing units -Rental units rehabbed: 15 households/ housing units -Homeowner Housing Rehabbed: 50 households/ housing units -11 TBRA households
2. Fair Housing Services	2025-2029	Affordable Housing Program Administration	Citywide	Ensure equal access to housing opportunities	CDBG: $187,500	5 Other
3. Homeless Services	2025-2029	Homeless	Citywide	Prevent and eliminate homelessness	ESG: $786,250	Tenant-based rental assistance/ Rapid rehousing: 20 Households Assisted Homelessness Prevention: 500 Persons Assisted
4. Public Services for families with low incomes	2025-2029	Non-Housing Community Development	Citywide LMI Areas	Provide public services to low-income residents	CDBG: $1,425,000	Public services other than Low/ Moderate Income Housing Benefit: 64,425 persons assisted

SP-10 Geographic Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

Investment in infrastructure improvements and public facilities will be focused primarily in areas with a concentration of at least 51 percent low- and moderate-income population. Investment in public facilities and services for special needs populations and primarily low- and moderate-income persons will be made throughout the City prioritizing those areas with a higher percentage of disabled residents. Housing assistance (including homebuyer and rehabilitation assistance) will be available to income-qualified households citywide.

The City utilizes HUD regulations for verification of income in accordance with Title 24 Code of Federal Regulations Part 5. Required income documentation may include tax records, income statements, benefit statements, and verification of assets. For those programs that benefit Fontana residents only, residency documentation may include a driver's license, utility bill, and/or lease agreement.

Table 52 - Geographic Priority Areas

Area Name
Citywide
Low- and Moderate-Income (LMI) Areas

SP-25 Priority Needs

Table 53 – Priority Needs Summary

1. Expand the supply of affordable housing	Priority Level	High	
	Population	Income Levels	Extremely low Low Moderate
		Family Types	NA
		Homeless	NA
		Non-homeless Special Needs	NA
	Geographies Affected	Citywide	
	Associated Goals	Affordable housing	
	Description	The most common housing problems in the City impacting households with income at or below 80 percent AMI are housing cost burden greater than 30 percent of income followed by overcrowding and severe overcrowding. Analysis of Housing Problems (Table 8) shows nearly 60 percent of households in this income range experience a housing cost burden, while almost five percent are living in overcrowded and severely overcrowded conditions. This includes 6,810 owner and 6,535 renter households that are cost burdened. Overcrowding and severe overcrowding affects 3,845 households comprised of 2,680 renter households and 1,165 owner households. Extremely low - and low-income households with one or more housing problem are presumed to be unstably housed, meaning they are at risk of falling into homelessness. Those with one or more housing problem at this income level are highly sensitive to adverse events. The greatest concentrations of unstably housed households are among small related renter households with a housing cost burden greater than 30 percent of their income, and single family renter households living in overcrowded conditions. There are 4,580 renter households who earn less than or equal to 50 percent AMI and are severely cost burdened, according the CHAS data (Table 11). Of these households: - 2,465 are small related households with four or fewer members	

		- 950 are large related households with five or more members - 770 are elderly households with one or more members over aged 62 and older - 395 are other households These extremely low- and low-income households are considered the most at risk of becoming homeless.	
	Relative Basis	The development of additional affordable housing units affordable for low- and moderate-income households and individuals is a high priority due to the number of severely cost burdened households. Increasing the supply of affordable housing includes the development of rental housing with long-term affordability covenants and income targeting. To the extent that resources may be leveraged for supportive services, such developments should follow permanent supportive housing models determined to be a national best-practice to address homelessness. Based on responses to the Community Needs survey and data examined, increasing the supply of affordable housing, and providing rental assistance will be crucial tools of the City.	
2. Preserve the supply of affordable housing	Priority Level	High	
	Population	Income Levels	Extremely low Low Moderate
		Family Types	NA
		Homeless	NA
		Non-Homeless Special Needs	NA
	Geographies Affected	Citywide	
	Associated Goals	Affordable housing	
	Description	The age and condition of Fontana housing stock is an important indicator of potential rehabilitation needs. Housing over 30 years of age can be presumed to need some form of major rehabilitation, such as roof replacement, foundation work and plumbing systems. Housing over 20 years of age will generally exhibit deficiencies in terms of paint, weatherization, heating / air-conditioning systems, hot water heaters and finish plumbing fixtures. Housing values in Fontana have increased significantly over a relatively short period of time.	

		Longtime homeowners, especially the elderly and disabled, are more likely to have fixed and limited incomes and may have difficulty maintaining their homes. Thirty-two percent of housing units were constructed in or before 1979. About 42 percent of owner- and renter-occupied housing was built 30 to 40 years ago, between 1980 and 1999. There are 14,920 households with at least one member over the age of 62 and 7,115 of whom have household incomes at or below 80 percent AMI, according to 2016-2020 CHAS data. There are approximately 9,474 people aged 18 to 64 with disabilities, according to 2016-2020, ACS five-year estimates. These households may be presumed to have fixed incomes. It is reasonable to anticipate a significant number of housing units in need of repair and a significant number of households need financial assistance to complete those repairs.	
	Relative Basis	Preservation of the physical and functional integrity of existing housing units occupied by low- and moderate-income households is a cost-effective way to invest limited resources to retain existing housing units that are already affordable to low- and moderate-income households in the community. Expanding the stock of affordable housing by supporting the construction of affordable units, homebuyer and rental assistance programs are also effective ways to make housing more affordable to households. Based on responses to the Community Needs survey and data examined, rehabilitation of housing currently occupied by households with low- and moderate-incomes is an efficient and effective way to preserve affordable housing.	
3. Equal access to housing opportunities	Priority Level	High	
	Population	Income Levels	Extremely Low Low Moderate Middle
		Family Types	Large Families Families with children Elderly
		Homeless	N/A
		Non-homeless Special Needs	Public Housing Residents Persons with Mental Disabilities Persons with Physical Disabilities Persons with

			Developmental Disabilities Other
	Geographies Affected	Citywide	
	Associated Goals	Fair Housing Services CDBG Administration	
	Description	HUD mandates that all recipients of federal housing and community development assistance, such as CDBG, take actions to affirmatively further fair housing choice within their communities. The City will certify its compliance with HUD requirement to affirmatively further fair housing choice in each Annual Action Plan requesting an annual allocation of CDBG funds.	
	Relative Basis Priority Need	Affirmatively furthering fair housing choice by ensuring equal access to housing opportunities is a high priority for HUD and the City. In accordance with HUD requirements, this priority will be addressed using CDBG funds.	
4. Prevent and eliminate homelessness	Priority Level	High	
	Population	Income Levels	Extremely Low Low
		Family Types	NA
		Homeless	Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Unaccompanied Youth Other
		Non-homeless Special Needs	
	Geographies Affected	Citywide	
	Associated Goals	Homeless Services	
	Description	Since 2020, the countywide rate of homelessness experienced by children under the age of 18 has increased 16 percent, from 267 children to 311 children. The rate of homelessness experienced by transitionally aged youth aged 18 to 25, fell 22 percent, from 212 to 165. For those over the age of 24 the rate of homelessness increased 43 percent. The amount of sheltered and unsheltered homelessness in the City accounts for seven percent of the 2024 PIT count in San Bernardino County, up from six percent in 2023. The 2024 PIT counts 41	

		sheltered individuals and 260 unsheltered individuals, while the 2023 PIT counted no sheltered individuals and 240 unsheltered individuals in Fontana. The increase in sheltered homeless individuals is due in large part to the opening of the Bridge of Hope emergency family shelter in Fontana in the latter half of 2023. The 2023 and 2024 PIT Counts found that 60 additional people were experiencing homelessness in 2023 than were in 2024, and the percentage of individuals living in unsheltered condition increased minimally from 71 to 72 percent. In 2023, of 4,195 homeless individuals, 71 percent were unsheltered. Unsheltered chronically homeless accounted for 44 percent of all unsheltered homeless individuals. Among those who were reported as being homeless and unsheltered, 31 percent were living with chronic substance abuse; 22 percent faced severe mental health issues; and nine percent had experienced domestic violence. In 2024, of the 4,255 individuals experiencing homelessness, 72 percent were unsheltered. Unsheltered chronically homeless accounted for 56 percent of all unsheltered homeless individuals. Among those who were reported as being homeless and unsheltered, 28 percent were living with chronic substance abuse; 21 percent faced severe mental health issues; and seven percent had experienced domestic violence.	
	Relative Basis Priority Need	The City considers ending and preventing homelessness a high priority and will support activities that help prevent and shorten periods of homelessness, and that provide a structured path to stable housing for individuals and families who become homeless.	
5. Public services for residents	Priority Level	High	
	Population	Income Levels	Extremely Low Low Moderate
		Family Types	Elderly Families with Children
		Homeless	
		Non-homeless Special Needs	Frail Elderly Others
	Geographies Affected	Citywide	
	Associated Goals	Public Services for low-income residents	

	Description	Households with low- and moderate-incomes, living below the poverty line, and experiencing or at-risk of falling into homelessness are most in need of public services to defray the cost of living and ameliorate the impacts of poverty. CHAS 2016-2020 data shows that over 41 percent of households in Fontana have incomes at or below 80 percent AMI (see Table 1). ACS data for the same period shows 11 percent of the population of Fontana is living below the poverty level, accounting for 24,789 residents. Of residents living below the poverty level 10.461 are children under the age of 18, and 2,009 are elderly aged 65 and over.
	Relative Basis	Consistent with the results of the Needs Assessment and Market Analysis sections of this plan, including the results of the Community Needs and Stakeholder surveys, the provision of a wide range of public services for households with low- and moderate-incomes, living below the poverty line, and experiencing or at-risk of falling into homelessness is a priority need for the City.

In establishing five-year priorities for assistance, the City has taken several concerns into consideration:

- Those categories of extremely low-, low- and moderate-income households most in need of housing and community development assistance;
- Which activities will best meet the needs of those identified households; and
- The extent of federal and other resources available to address these needs.

Based on input received through the outreach and consultation process, priority needs for expenditure of CDBG, HOME, and ESG funds have been designated as high.

The City will implement projects in each five-year Action Plan that address the Priority Needs. Pursuant to CDBG regulations, projects must meet one of three national objectives set forth by HUD: (1) Benefit low- and moderate-income households, (2) Aid in the elimination/ prevention of slum and blight, or (3) Meet an urgent need (catastrophic events). Pursuant to HOME regulations, HOME funds are specifically focused on affordable housing activities, and may be used to develop and support affordable rental housing and homeownership opportunities for households earning up to 80 percent of the AMI citywide.

SP-30 Influence of Market Conditions

Table 54 – Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The City will consider using a portion of its HOME funds to provide TBRA. Extremely low - and low-income households with one or more housing problem are presumed to be unstably housed, indicating that they are at risk of homelessness. There are 4,580 renter households who earn less than or equal to 50 percent AMI and are severely cost burdened, according the CHAS data (Table 11). Of these households: - 2,465 are small related households with four or fewer members - 950 are large related households with five or more members - 770 are elderly households with one or more members over aged 62 and older - 395 are other households These extremely low- and low-income households are considered the most at risk of becoming homeless and would benefit from rental assistance.
TBRA for Non-Homeless Special Needs	The City will consider using a portion of its HOME funds to provide TBRA. Included among those eligible to apply for TBRA are special non-homeless special needs populations.
New Unit Production	The most common housing problems in the City impacting households with income at or below 80 percent AMI are housing cost burden greater than 30 percent of income, followed by overcrowding and severe overcrowding. Based on funding availability and allocations, the City may allocate a portion of the HOME funds to increase the supply of safe, decent, affordable housing for lower-income households (including extremely low-income households, and low- and moderate-income households), such as seniors, those with disabilities, and those experiencing and/ or at risk of experiencing homelessness.
Rehabilitation	Sixty eight percent of housing units in Fontana were constructed after 1980 according to 2016-2020 CHAS data. About 42 percent of owner- and renter-occupied housing was built 30 to 40 years ago between 1980 and 1999. This indicates a significant need for rehabilitation. The City will aid rehabilitation of residential housing units. Preservation of the physical and functional integrity of existing housing units occupied by low- and moderate-income households is a cost-effective way to invest limited resources to retain existing housing units that are already affordable to low- and moderate-income households in the community. Addressing substandard housing conditions through housing preservation activities provides that all economic segments of the community have the means to ensure that their property meets local standards.
Acquisition, including preservation	As the Needs Assessment and Market Analysis in this document have clearly shown, thousands of Fontana households are cost burdened and likely eligible for newly acquired and rehabilitated affordable housing units. This is a relatively cost-effective way to make incremental increases affordable rental and homeownership housing stock. As funding is available to properly support this type of project, the City will invest in acquisition rehabilitation.

SP-35 Anticipated Resources

During the five-year period of the *Consolidated Plan* from July 1, 2025, to June 30, 2030, the City anticipates investing an estimated $9.5 million CDBG, $ 3.0 million HOME, and $850,000 ESG funds (over the 5-year period) to support the goals of this *Strategic Plan*. The annual allocations are subject to federal appropriations and changes in demographic data used in HUD formulas for each respective program. The City's *Fiscal Year 2025 Action Plan* will lay out the use of the annual allocations to address the priority needs and achieve the goals defined in the *Strategic Plan*.

Table 55- Anticipated Resources

Program	Uses of Funds	Anticipated Amount Available for 5-Years				Anticipated Amount Available Remainder of Con Plan	Narrative Description
		Annual Allocation:	Program Income:	Prior Year Resources:	Total:		
CDBG	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$1,900,000	$0	$0	1,900,000	$7,600,000	Based on 2024 FY allocation from HUD. Steady annual funding is anticipated.
HOME	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	$600,000	$105,636	$3,922,280	$4,627,916	$2,400,000	Based on 2024 FY allocation from HUD. Steady annual funding is anticipated.

Program	Uses of Funds	Anticipated Amount Available for 5-Years				Anticipated Amount Available Remainder of Con Plan	Narrative Description
		Annual Allocation:	Program Income:	Prior Year Resources:	Total:		
ESG	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	$170,000	$0	$0	$170,000	$680,000	Based on 2024 FY allocation from HUD. Steady annual funding is anticipated.

Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied.

The City is expected to receive HOME funding, which can be leveraged with CDBG funding if used for affordable housing and housing rehabilitation. The City will leverage HOME funding if future projects are presented during the next five years. The HOME program requires a 25 percent match based on fund expenditure, unless a jurisdiction meets the thresholds to have the match requirements reduced. The threshold conditions are: 1) Fiscal distress; 2) Severe fiscal distress, and 3) Presidentially declared major disasters covered under the Stafford Act. The City was identified by HUD as a fiscally distressed jurisdiction and has been granted a 50 percent match reduction for Fiscal Year 2023. The determinations for 2024 have not been made public as of January 23, 2025. The City anticipates this designation will continue into the 2025 *Consolidated Plan* period.

Given the limited size of the CDBG and HOME annual allocations, the City may consider pursuing new Section 108 loans within the five-year *Consolidated Plan* period to support large-scale public improvements or housing projects.

Depending on the financing structure of a given activity, it may be advantageous for the City to use CDBG funds to leverage appropriate state, local, and private resources, including but not limited to those listed below.

Federal Resources:

- Continuum of Care (CoC) Program
- HUD Veterans Affairs Supportive Housing (HUD-VASH)
- Supportive Housing for the Elderly (Section 202)
- Supportive Housing for Persons with Disabilities (Section 811)
- Housing Opportunities for Persons with AIDS (HOPWA)
- YouthBuild
- Federal Low-Income Housing Tax Credit Program
- Project Based Housing Choice Vouchers

State Resources:

- Low-Income Housing Tax Credit Program
- Tax-Exempt Bond Financing
- Permanent Local Housing Allocation
- Building Equity and Growth in Neighborhoods Program (BEGIN)
- CalHome Program
- Multifamily Housing Program (MHP)
- Homekey
- CalHFA Single and Multi-Family Program
- Mental Health Service Act (MHSA) Funding

- Affordable Housing and Sustainable Communities Program

Local Resources:

- San Diego County CoC
- San Diego Housing Commission (SDHC)
- California Home Finance Agency
- City of Fontan In Lieu Fees
- Low and Moderate Income Housing Asset Fund (Successor Housing Agency)

Private Resources:

- Federal Home Loan Bank, Affordable Housing Program
- Community Reinvestment Act Programs
- United Way
- Private Contributions

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Fontana will comply with state requirements under AB1486 and AB1255 to inventory and support developers to access and utilize surplus municipal and state land for the construction of affordable housing. If such sites are identified, the City will consider the use of HUD funding or other resources to assist with site preparation and/ or development. At this time, no publicly owned land or property is expected to be used to address the needs in this plan, unless the City addresses ADA Transition Plan needs with CDBG funds.

Discussion

Assuming continued level funding, the City expects to utilize $13.7 million of CDBG, ESG and HOME funds during the five-year period beginning July 1, 2025, and ending June 30, 2030, to achieve the goals of the *Strategic Plan*.

SP-40 Institutional Delivery Structure

Table 56 provides an overview of the institutional structure through which the City will carry out its *Consolidated Plan* including private industry, nonprofit organizations, and public institutions.

Table 56- Institutional Delivery Structure

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Fontana	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental Neighborhood improvements Public facilities Public services	Jurisdiction
County of San Bernardino Housing Authority	PHA	Ownership Public Housing Rental	Region

Assess of Strengths and Gaps in the Institutional Delivery System

The institutional delivery system in Fontana is high-functioning and collaborative—particularly the relationship between local government and the nonprofit sector comprised of a network of capable nonprofit organizations that are delivering a full range of services to residents. Strong City departments anchor the administration of HUD grant programs and the housing, community, and economic development activities that are implemented by the City.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Table 57 - Homeless Prevention Services Summary

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	X
Mortgage Assistance	X		X
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics			
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X		
Education	X	X	X
Employment and Employment Training	X	X	
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X	X	X

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

There are multiple pathways to access the services available in Fontana to individuals and households experiencing, or at risk of experiencing, homelessness. The CoC and the recipients of homeless funding from HUD and Homeless Housing, Assistance and Prevention (HHAP) Grant funds from the State of California utilize the Coordinated Entry System (CES) system to match clients to appropriate services.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above.

In Fontana, there are a variety of services available to those with special needs and those experiencing or at risk of experiencing homelessness. These services are provided through a mix of public, private, and charitable organizations. This has been the case for many

years. During the last *Consolidated Plan*ning process, the City applied for and was awarded two competitive state grants to address homelessness: Homekey and the Family Homelessness Challenge. Additionally, the City has allocated or portion of its Permanent Local Housing Allocation Program entitlement to address homelessness. Despite these resources, the City ESG allocation, and the contributions of community partners, there is still not enough funding available to provide the level of services needed for long-term assistance for clients on fixed or extremely limited incomes.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs.

To address the lack of resources necessary to fully address the needs of special needs populations and persons experiencing homelessness, the City will continue allocating the maximum allowable amount of CDBG funds to public services, and ESG to aid households experiencing homelessness. The City will work to leverage its HOME funds, including CHDO Set-Aside and Low Moderate Income Housing Asset (LMIHAF) funds, with other state, federal, and local resources to address its priority needs.

SP-45 Goals Summary

Table 58 – Goals Summary

Goal Name	Time Period	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Goal 1: Affordable housing	2025 – 2029	Affordable Housing	Citywide	Preserve the supply of affordable housing. Expand the supply of affordable housing	HOME: $4,327,844 CDBG: $6,175,000	-Rental units constructed: 11 households/ housing units -Rental units rehabbed: 15 households/ housing units -Homeowner Housing Rehabbed: 50 households/ housing units -Housing Units TBRA/RRH: 11 Households Assisted
In partnership with housing developers, leverage HOME funds in support of new rental housing units affordable to households earning less than 30, 60 or 80 percent of AMI, including units reserved for residents with special needs. In addition, the City may use CDBG and HOME funds to acquire and rehabilitate existing single family and multi-family housing units to increase the supply of affordable rental housing for its lower-income households. Funds will also be used to preserve the quality of existing affordable housing occupied by low- and moderate-income households through housing rehabilitation.						
Goal 2: Fair housing services	2025-2029	Affordable Housing Program Admin	Citywide	Ensure equal access to housing opportunities	CDBG: $187,500	5 Other
Affirmatively further fair housing choice through the provision of fair housing education, counseling, anti-discrimination and landlord-tenant mediation services.						

Goal Name	Time Period	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Goal 3: Homeless services	2025 – 2029	Homeless	Citywide	Prevent and eliminate homelessness	ESG: $786,250	Tenant-based rental assistance/ Rapid rehousing: 20 Households Assisted Homelessness Prevention: 500 Persons Assisted
Support a continuum of services to prevent and eliminate homelessness, including but not limited to homeless prevention programs, emergency shelter, and transitional housing. When and if necessary, Fontana will use HUD funding to address urgent issues and conditions impacting the health and safety of homeless residents, and those at risk of becoming homeless.						
Goal 4 Public services for families with low incomes	2025 -- 2029	Non-Housing Community Development	Citywide	Public services for residents	CDBG: $1,425,000	Public services other than Low/ Moderate Income Housing Benefit: 64,225 persons assisted
Provide low- and moderate-income families with a range of public services necessary to prevent homelessness and ameliorate the effects of poverty.						
Goal 5: Planning and administration	2025 - 2029	Program Admin	N/A	Comply with federal CDBG and HOME regulations	CDBG: $1,712,500 HOME: $300,000 ESG: $63,750	Other
Description: These funds will be used to comply with federal statutes and regulations pertaining to the CDBG, HOME, and ESG Programs.						

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Approximately 76 extremely low-, low- and moderate-income households will benefit from the City's affordable housing activities.

SP-50 Public Housing Accessibility and Involvement

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

There are no public housing units in Fontana. This section does not apply.

Activities to Increase Resident Involvement

There are no public housing units in Fontana. This section does not apply.

Is the public housing agency designated as troubled under 24 CFR part 902?

HACSBC is not designated as troubled.

Plan to remove the 'troubled' designation

Not applicable

SP-55 Barriers to Affordable Housing

Barriers to Affordable Housing

A barrier to affordable housing is a public policy or nongovernmental condition that constrains the development or rehabilitation of affordable housing, such as land use controls, property taxes, state prevailing wage requirements, environmental protection, cost of land and availability of monetary resources. Barriers to affordable housing differ from impediments to fair housing choice in that barriers are lawful, while impediments to fair housing choice are usually unlawful.

The City's *2021-2029 Housing Element* describes the following constraints on housing development due to local policies:

Parking Requirements: The City's parking requirements fluctuate depending on land use and intensity. The minimum parking requirements in the R-4 zoning district for a 30-unit project on one acre and made up of all two-bedroom units is 60 parking spaces. Assuming a standard nine-foot by 18-foot parking space (162 square-feet per space), parking requirements total approximately 9,720 square-feet. Using the estimated cost of $12.34 per square-foot (based on the market analysis done above) parking for a one-acre development in the R-4 zone can cost $119,944. City parking standards require all of these 60 parking spaces to be covered; construction costs can be higher for covered parking, parking structures, and/or below ground parking. The cost of parking based on the City's requirements for multi-family housing, can be considered a constraint to the development of housing. The developers may receive concessions or incentives in the form of parking reduction for the development of housing affordable to low- and very low-income households, as provided under the State Density Bonus Law.

Development Fees: Residential developers are subject to a variety of fees and exactions to process permits and provide necessary services and facilities as allowed by state law. All information regarding the City's development fees is available to the public on the Fontana City website as pursuant to Gov. Code §65940.1 (a)(1)(B). Development fees can be a constraint to the maintenance, improvement, and development of housing, because the added costs for developers may result in higher housing unit costs. However, Development fees are necessary to provide planning and public services.

Local Processing and Permit Procedures: The development community commonly cites the permit processing time as a contributor to the high cost of housing. Depending on the magnitude and complexity of the development proposal, the time that elapses from application submittal to project approval may vary considerably. Factors that can affect the length of development review on a proposed project include the completeness of the development application, and the responsiveness of developers to staff comments and requests for information. The typical permit review and approval timeline for single-family

and multifamily developments in Fontana is six to 20 weeks. This timeframe aligns with the processing timelines of nearby cities, such as Rialto, Rancho Cucamonga, and Ontario, where approvals typically take two to seven months, depending on the size and specifics of the residential project. Therefore, Fontana permit processing time does not present a constraint to the development of housing as compared to the surrounding market. Additionally, the City has committed to housing policy actions that aim to expedite the permit processing time, and monitoring development fees to ensure that they do not create an undue burden on residential development in the City.

Infrastructure Costs: Another factor that could constrain new residential construction is the requirement and cost to provide adequate infrastructure (major and local streets; water and sewer lines; and street lighting) needed to serve new residential development. In most cases, where new infrastructure is required, it is funded by the developer and then dedicated to the City, which is then responsible for its maintenance. Because the cost of these facilities is generally borne by developers, it increases the cost of new construction, with much of that increased cost often "passed on" as part of home rental or sales rates.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City's *Housing Element* includes a Housing Plan with four broad goals and various supporting policies, programs, and actions for addressing the City's housing needs, including the following:

Goal #1: Adequate housing to meet the needs of all residents in Fontana

1. Provision of Adequate Sites to Meet Regional Housing Needs Assessment Goals
2. Rezone Parcels to R-4/R-4 Overlay to Accommodate RHNA Growth Need for Low and Very Low-Income Households
3. Rezone Parcels to R5 to Accommodate RHNA Growth Need for Low and Very Low-Income Households
4. Proactively Coordinate with Property Owners to Encourage the Development of Affordable Housing in Fontana
5. Encourage the Development of Housing Units for Low-, Very Low-, and Extremely Low-Income Levels
6. Annual Monitoring of Housing Production
7. Compliance with State Density Bonus Law
8. Manufactured and Modular Housing
9. Infill Housing Program
10. Accessory Dwelling Unit Construction
11. Accessory Dwelling Units Monitoring Program
12. Conversion of Existing, Non-Permitted Accessory Dwelling Units
13. Farmworker and Employee Housing Act Compliance
14. Amend Fontana Zoning Code for a Variety of Housing Types
15. Minimum Lot Sizes in Multifamily Zones
16. Replacement Housing for Non-vacant Sites

17. Lot Consolidation Program for Small Sites

Goal #2: A high standard of quality in existing affordable housing stock

1. Monitoring of "At-Risk" Housing Units
2. Code Enforcement for Residential Properties
3. Housing Unit Revitalization Program
4. Resources Conservation Practices
5. Promotion of Green/Sustainable Development Practices
6. Water and Sewer Service Purveyors

Goal #3: Housing development that is not affected by governmental constraints

1. Expedited Permit Processing and other Procedures
2. Review Parking Requirements
3. Monitoring Development Fees
4. SB 35 Streamlining Procedures

Goal #4: Affirmatively further fair housing in Fontana

1. Affordable Housing Online Resource Website
2. Participation and Support of Regional Fair Housing Efforts
3. Family Self-Sufficiency Program
4. Mental Health Services Program
5. Supportive/Transitional Housing Facilitation
6. Domestic Violence Services Program
7. Community Assistance Program
8. Anti-Poverty Program
9. Housing Referral and Information Services
10. Community and Stakeholder Engagement
11. Housing for Persons with Developmental Disabilities
12. Affirmatively Further Fair Housing

The City's *2025 Analysis of Impediments to Fair Housing* that identified housing issues, conditions which restrict fair housing choice or access to opportunity, and goals for addressing them. The following specific actions to address each fair housing issue identified in the assessment:

- Lending Discrimination: Hispanic and African American individuals or families experienced lower loan approval rates than other groups when purchasing or refinancing a home in the City. African Americans continue to have the lowest approval rates for home purchase loans and Hispanics have the lowest approval rate for refinance loans. To address this issue, the City will monitor HMDA data and affirmatively market the availability of first-time homebuyer assistance programs that provide down payment assistance to low- and moderate-income homebuyers.

The City will also provide written outreach to lending institutions regarding the City's commitment to eliminate racial discrimination in lending patterns; encourage attendance of all staff at Inland Fair Housing and Mediation Board (IFHMB) workshops; and provide flyers regarding FTHB education, including IFHMB's FAQ on the City's website.

- Discrimination Based on Disability: Complaints received by the City's contracted fair housing service provider based on disability continue to be the leading basis of all discrimination complaints. This demonstrates a lack of understanding and sensitivity of the fair housing rights of the disabled by the housing industry. To address this issue, the City will continue working with their contracted fair housing service provider to provide recommendations of properties believed to be discriminatory in their practices as information is received; facilitate accessibility reviews of multi-family properties; and distribute design and construction information to all who inquire about building permits.

- Fair Housing Education: There is an increasing number of fair housing complaint intakes performed by the City's contracted fair housing service provider. Furthermore, their interactions with housing providers and housing seekers during workshops have demonstrated a lack of understanding of both Federal and State fair housing laws. To address this issue, the City will continue working with IFHMB to provide opportunities for conducting Fair Housing workshops in the City and providing IFHMB outreach materials as a part the City's newsletter and utility bill mailings. The City will also encourage collaboration with local realtors; provide recurring education to members of the Inland Valleys Association of Realtors; offer no-cost Fair Housing workshops; and develop a fair housing FAQ for the City's website.

- Transit Access: Omnitrans does not have a bus route connecting the public transit system to the Falcon Ridge and Summit shopping centers located on either side of Summit Avenue off the 1-15 freeway in North Fontana. This is a major employment center that includes shops, restaurants, and stores such as Target, Kohls, Staples, and Stater Brothers. Additionally, bus route 82 is the southwestern-most as well as the northernmost bus route in the City, running east-west in the south for miles along Jurupa Avenue, and north along Sierra Avenue from Jurupa up to the 210 freeway. An extension of this line or another route along Slover Avenue just south of the 10 freeway would connect residents to two of the top 10 employers in Fontana that are not located within one-half mile of a bus stop. To increase transit access, the City will continue to build and expand public transportation opportunities

servicing the Falcon Ridge / Summit Avenue Job Center and the Southwest Industrial / Jurupa Hills Job Centers.

- Reasonable Accommodation: A significant portion of the housing in Fontana was built before the advent of modern accessibility standards, thus modifications to homes may be needed to allow access by a disabled person. To address this issue and comply with Federal and State housing laws (SB 520), the City will analyze existing land use controls, building codes, and permit and processing procedures to determine constraints they impose on the development, maintenance, and improvement of housing for persons with disabilities. Based on its findings, the City will develop a policy for reasonable accommodation to provide relief from Code regulations and permitting procedures that have a discriminatory effect on housing for individuals with disabilities. The procedures shall include the process for requesting accommodation, a timeline for processing and appeals, criteria for determining whether a requested accommodation is reasonable, and ministerial approval for minor requests.
-
- Public Investment in Specific Neighborhoods: Neighborhoods in the center of the city lack access to economic and educational opportunities. To address this issue, the City of Fontana has identified a total of 8 sites to accommodate future housing in a R/ECAP area. The 8 sites estimate a total of 216 potential units, 151 of which are estimated to be affordable to lower income households. The City recognizes the unique needs of R/ECAP areas will schedule at least two (2) targeted outreach meetings in the designated R/ECAP area to better understand community needs as they are related to housing. The City will work with interested developers to support affordable housing options in the R/ECAP area with a focus on quality design and access to economic and educational resources.
-
- Availability of Affordable Housing: The need for affordable housing outpaces the supply of housing in Fontana. To address this issue, the City will seek to increase affordable housing options for lower income residents across the City. The City's sites strategy will take an aggressive approach to promote affordable housing in higher resource areas and will meeting with local and regional stakeholders to increase the feasibility and development of affordable housing. The City will streamline affordable housing projects, and provide additional incentives when funding is available. Additionally, the City will work with developer to potentially utilize the existing Inclusionary Ordinance.
-
- Access to Proficient Education: Disparities in access to high quality schools disproportionately impacts protected class groups in the city, in large part due to

limited affordable housing options near high-performing schools. To address this issue, the City has identified parcels adjacent to local schools for housing opportunities. Additionally, with the Fontana Unified School Districts support, parcels owned by FUSD have been identified near schools for rezone to increase density. The City will support housing opportunities adjacent to educational institutions and schools in order to decrease challenges related to access and commuting. The City will partner with FUSD annually to gather insight via community outreach about key housing and economic needs of FUSD families and students.

SP-60 Homelessness Strategy

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The 2023 and 2024 PIT Counts found that 60 more individuals experienced homelessness in 2023 than 2024, and the percentage of individuals living in unsheltered condition increased minimally from 71 to 72 percent. In 2023, of 4,195 homeless individuals, 71 percent were unsheltered. The 2024 PIT unsheltered homeless people living with the complicating conditions that follow,

- 631 Severe mental illness
- 33 HIV/AIDS
- 866 Chronic substance abuse
- 205 Domestic violence victims/ survivors

The City is committed to being a place where all are welcome, where individuals are supported, and where everyone has an opportunity to thrive. It will do so by coordinating with County partners, including the CoC, local businesses, community faith groups, and nonprofits to engage the homeless population. During the last *Consolidated Plan*ning cycle, the City directed PLHA, Family Homelessness Challenge grant, and ESG-CV funds, to support street outreach programming.

Initiatives like the City of Fontana Police Department (FPD) Multiple Enforcement Team (MET) provide balanced community-oriented policing in parts of the City with a high concentration of unhoused people. These residents are highly transient, have had varied experiences with authority figures, and are uniquely vulnerable to crime. During MET patrols, officers engage people experiencing unhoused homelessness, and when appropriate, connect them with the services needed. This is sensitive and intensive work, which requires a high level of effort. It can take many engagements before an unhoused individual is ready to receive services. This specialized team provides an invaluable service to the community it serves by providing consistent personal contact with the residents and unsheltered individuals. They create relationships with the community that would not have been achieved with a standard patrol unit that rotates personnel on a regular basis.

The implementation of HUD and non-HUD funded programming will continue to engage unsheltered homeless people and connect them with needed resources.

Addressing the emergency and transitional housing needs of homeless persons

There are many emergency and transitional housing beds in San Bernardino, but there are more people experiencing homelessness than there are beds. The 2024 PIT Count recorded 420 sheltered and 55 unsheltered people in households with children and adults, and 773 sheltered and 2,994 unsheltered people in households with only adults. Of the sheltered and homeless population, 70 percent resided in emergency shelter and 30 percent in

transitional housing. The 2024 Housing Inventory Count reported 368 emergency shelter beds and 258 transitional housing beds, for households with adults and children, and 517 emergency shelter beds and 156 transitional housing beds, for households with only adults.

During the last five years, the City directed federal ESG-CV, Community Project Funding, American Rescue Package Act, county, state, and local resources to support the development and operation of emergency and temporary shelter for families and individuals experiencing homelessness. This includes Bridge of Hope, an eight-bed emergency family shelter and the Path a 120-bed of temporary shelter. The City has supported the operations of these facilities, as well as the provision of hotel/ motel vouchers when needed, with CDBG-CV, ESG-CV, Family Homelessness Challenge, and other sources that do not include ESG or CDBG. The City will continue to support the development and operations of emergency shelter and temporary housing, and may consider directing CDBG, HOME, HOME-ARP, and ESG toward these efforts.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

To transition from homelessness to stably housed, individuals and families need access to housing that they can reasonably afford. The City has and plans to continue directing a portion of ESG and state funds to rapid rehousing, to shorten the period a household experiences homelessness. In addition to funding rapid rehousing activities, the City may leverage CDBG, HOME, PLHA, and HOME-ARP funds to expand the supply of housing affordable to households with extremely low-incomes.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education, or youth needs.

The City has plans to continue using ESG and state resources to fund rapid rehousing, which include case management, and rental assistance to households experiencing and at risk of experiencing homelessness.

SP-65 Lead based paint Hazards

Actions to address LBP hazards and increase access to housing without LBP hazards.

The Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) emphasizes prevention of childhood lead poisoning through housing-based approaches. This strategy requires the City to implement programs that protect children living in older housing from lead hazards.

Thirty-two percent of housing units were constructed before 1979, according to 2016-2020 CHAS data, when the use of lead-based paint was outlawed, meaning that the residents of these homes should not be at risk of lead-based paint hazards. Only units constructed prior to January 1, 1978, are presumed to have the potential to contain lead-based paint. In these units, the best way to have reasonable assurance that lead-based paint hazards are not present is to have the painted surfaces tested.

To reduce lead-based paint hazards, the City takes the following actions:

- Include lead testing and abatement procedures, as required, in all residential rehabilitation activities for units built prior to January 1, 1978.
- Educate residents on the health hazards of lead-based paint through brochures and encourage screening children for elevated blood-lead levels.
- Disseminate brochures about lead hazards through the City's residential rehabilitation activities.

During the period of the last Consolidated Planning cycle the City was awarded a grant from HUD's Office of Lead Hazard Control and Healthy Homes. The City is using these resources to administer its Lead Hazard Reduction Program. This program is intended to prevent childhood lead poisoning and unsafe lead conditions by eliminating lead hazards (e.g., cracking paint, contaminated soil) in rental and owner-occupied properties where households with low-income reside.

How are the actions listed above related to the extent of lead poisoning and hazards?

Over time, through testing and abatement, monitoring of public health data, and through public education, the public will have greater awareness of the hazards of lead-based paint to children. This will prompt homeowners, landlords, and parents of young children, to proactively address unsafe housing conditions in pre-1978 units where children may potentially be exposed to lead-based paint hazards.

How are the actions listed above integrated into housing policies and procedures?

In accordance with federal regulation, the City has established policies regarding the identification of lead-based paint (LBP) hazards. Housing built prior to 1978 must undergo lead-based paint testing prior to receiving funding for rehabilitation. If deteriorated lead-

based paint surfaces are found, they must be stabilized during the rehabilitation of the property. As required, abatement must be performed by a certified lead-based paint assessor prior to the issuance of the Notice of Completion. The City will continue to maintain policies and procedures to increase access to housing without LBP hazards. CDBG and HOME funding is not provided until it is determined properties are free of LBP hazards.

SP-70 Anti-Poverty Strategy

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families.

Poverty continues to be a significant challenge in Fontana. According to the 2016-2020 ACS, 11 percent of the population of Fontana is living below federal poverty level (FPL), accounting for 24,789 residents. Of residents living below FPL, 10.461 are children under the age of 18, and 2,009 are elderly aged 65 and older.

To meaningfully address this challenge, each of the goals included in the *Strategic Plan* support activities to promote the availability of affordable housing and the provision of essential services that directly benefit low- and moderate-income residents. In the implementation of the *Strategic Plan*, the City will prioritize funding for activities that most effectively address these goals over the next five years. This strategy will emphasize using CDBG and HOME funds to help individuals and families rise out of poverty to long-term self-sufficiency.

The implementation of CDBG and HOME activities meeting the goals established in this *Strategic Plan* will help to reduce the number of poverty-level families by supporting affordable housing, fair housing, homeless services, and public services for households with low-incomes.

In addition to these local efforts, mainstream state and federal resources also contribute to reducing the number of individuals and families in poverty. Federal programs, such as the Earned Income Tax Credit and Head Start, offer a pathway out of poverty for families who are ready to pursue employment and educational opportunities. In California, the primary programs that assist families in poverty are CalWORKS, CalFresh (formerly food stamps) and Medi-Cal. Together, these programs provide individuals and families with employment assistance, subsidy for food, medical care, childcare, and cash payments to meet basic needs such as housing, nutrition and transportation. Other services are available to assist individuals suffering from substance abuse, domestic violence, and mental illness.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan?

The goals of this *Strategic Plan* are aligned to benefit low- and moderate-income residents to reduce the number of poverty-level families. For example, activities completed under the affordable housing goal will increase the housing stock accessible to extremely low- and low-income households transitioning out or at risk of homelessness. Implementation of this goal may reduce a household housing cost burden, thereby increasing disposable income and enabling opportunity to pursue previously inaccessible choices.

SP-80 Monitoring

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements.

To ensure CDBG, HOME, and ESG funds are used efficiently and in compliance with applicable regulations, the City provides technical assistance and monitors the progress of subrecipients throughout the program year.

Technical Assistance

The City provides technical assistance to its departments, agencies, and subrecipients receiving CDBG, HOME and ESG funding. Following approval of the Annual Action Plan, City staff conduct detailed reviews of program regulations with subrecipients and City departments. This process provides useful forms and resources for documenting compliance, as well as reviewing the City's compliance procedures and requirements. Additionally, individualized technical assistance is provided on an as-needed basis throughout the program year.

Activity Monitoring

All activities undergo monitoring, beginning with a detailed review upon receipt of an application to assess eligibility, conformance with a National Objective, and alignment with a Plan goal. This review also examines the proposed use of funds, eligibility of the service area, eligibility of the intended beneficiaries, and likelihood of compliance with other federal requirements, such as the National Environmental Policy Act, the System for Award Management (SAM) debarment list, prevailing wage, Minority and Women Business Enterprise, Section 3, and federal acquisition and relocation regulations, as applicable.

Subrecipients are required to submit an audit and other documentation to establish their capacity. Any findings noted in the audit are reviewed with the applicant. Eligible applications are then considered for funding. Once funded, desk monitoring includes ongoing review of required quarterly performance reports. For CDBG public service and ESG activities, on-site monitoring is conducted at least once every two years to ensure compliance. These reviews include both a fiscal and programmatic review of the subrecipient's activities to determine if the subrecipient is complying with the program regulations, and City contract. Areas routinely reviewed include: overall administration, financial systems, appropriateness of program expenditures, program delivery, client eligibility determination and documentation, reporting systems, and achievement toward achieving contractual goals.

Following the monitoring visit, a written report is provided delineating the results of the review and any findings of non-compliance, and required corrective action. Subrecipients

and City departments typically have 30 days to provide the City with corrective actions taken addressing any noted findings. Individualized technical assistance is provided, as noted above, when compliance concerns are identified. For CDBG capital projects, monitoring also includes compliance with regulatory agreement requirements.

For HOME funded activities, annual monitoring ensures that renter occupied units comply with household income, rent restrictions, and utility allowance requirements, pursuant to the affordability covenant. For ownership units, annual monitoring of occupancy is conducted throughout the affordability period.

AP-15 Expected Resources

Annual allocations are subject to federal appropriations and changes in demographic data used in HUD's formulas for the programs. The funding amounts in this Action Plan are approximated because to date, Congress has not passed HUD's fiscal year (FY) 25 appropriation, and the date this appropriation will be made is unknown. When the City is informed of its annual allocation all proposed activity budgets will be proportionately increased or decreased from the estimated funding levels to match actual allocation amounts.

During the five-year period of the *Consolidated Plan* from July 1, 2025, to June 30, 2030, the City of Fontana anticipates investing an estimated $9,500,000 in CDBG, $3,000,000 in HOME, and $850,000 in ESG funds to support the goals of the *Strategic Plan*. For the 2025-2026 program year the City anticipates receiving an allocation of $1,900,000 CDBG, $600,000 HOME, and $170,000 ESG funds. In addition to the City's annual allocations it will carry forward $3,922,280 unallocated prior year and program income HOME funds.

Table 59- Expected Resources

Program	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan	Narrative Description
		Annual Allocation:	Program Income:	Prior Year Resources:	Total:		
CDBG	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$1,900,000	$0	$0	$1,900,000	$7,600,000	Based on 2024 FY allocation from HUD. Steady annual funding is anticipated.
HOME	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	$600,000	$105,636	$3,922,280	$4,627,916	$2,400,000	Based on 2024 FY allocation from HUD. Steady annual funding is anticipated.

Program	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan	Narrative Description
		Annual Allocation:	Program Income:	Prior Year Resources:	Total:		
ESG	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	$170,000	$0	$0	$170,000	$680,000	Based on 2024 FY allocation from HUD. Steady annual funding is anticipated.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

The extent of need in Fontana far exceeds the available funding from CDBG, HOME, and ESG. Most activities into which these funds are invested will leverage a variety of additional sources including, but not limited to, public and private grants, capital development and general funds, public financing, and private donations. The City has been awarded HUD HOME American Rescue Plan (ARP) and state Permanent Local Housing Allocation (PLHA) funds to further address extremely low- and low-income housing needs including the needs of residents experiencing and at risk of experiencing homelessness. The City has Low- and Moderate-Income Housing Asset Funds (LMIHAF) which may be used to supplement homeless services provided to residents. The City encourages the use of Low-Income Housing Tax Credits to fund construction, substantial rehabilitation, or acquisition or affordable housing.

The HOME program requires a 25 percent match based on fund expenditure, unless a jurisdiction meets a threshold to have the match requirements reduced; those threshold conditions are: 1) Fiscal distress; 2) Severe fiscal distress, and 3) Presidentially declared major disasters covered under the Stafford Act. The City was identified by HUD as a fiscally distressed jurisdiction and has been granted a 50 percent match reduction for fiscal year 2023, as of the preparation of this Action Plan neither the fiscal year 2024 or 2025 reductions have been published. The City expects the 2023 designation will continue in fiscal year 2025.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Fontana will comply with new State requirements under AB1486 and AB1255 to inventory and support developers to access and utilize surplus municipal and state land for the construction of affordable housing. If such sites are identified, the City will consider the use of HUD funding or other resources to assist with site preparation and/ or development. At this time, no publicly owned land or property is expected to be used to address the needs in this plan, unless the City addresses ADA Transition Plan needs with CDBG funds.

Discussion

The City of Fontana shares overall responsibility for meeting the priority needs identified in the *Strategic Plan* with many other organizations and is solely responsible for using CPD entitlement funds to address the needs of low- and moderate-income residents.

AP-20 Annual Goals and Objectives

Table 60 – Goals Summary

Goal Name	Time Period	Category	Geographic Area	Needs Addressed	Funding ($)	Goal Outcome Indicator
Goal 1: Affordable housing	2025 – 2029	Affordable housing	Citywide	Preserve the supply of affordable housing. Expand the supply of affordable housing	HOME: 4,567,916 CDBG: 1,235,000	-Rental units constructed: 2 households/ housing units -Rental units rehabbed: 3 households/ housing units -Homeowner Housing Rehabbed: 10 households/ housing units
Description: In partnership with housing developers, leverage HOME funds in support of new rental housing units affordable to households earning less than 30, 60 or 80 percent of AMI, including units reserved for residents with special needs. In addition, the City may use CDBG and HOME funds to acquire and rehabilitate existing single family and multi-family housing units to increase the supply of affordable rental housing for its lower-income households. Funds will also be used to preserve the quality of existing affordable housing occupied by low- and moderate-income households through housing rehabilitation.						
Goal 2: Fair housing services	2025 – 2029	Affordable Housing Program Admin	Citywide	Ensure equal access to housing opportunities	CDBG: 37,500	1 Other
Description: Affirmatively further fair housing choice through the provision of fair housing education, counseling, anti-discrimination and landlord-tenant mediation services.						

Goal Name	Time Period	Category	Geographic Area	Needs Addressed	Funding ($)	Goal Outcome Indicator
Goal 3: Homeless services	2025 – 2029	Homeless	Citywide	Prevent and eliminate homelessness	ESG: 157,250	-Tenant-based rental assistance/ Rapid rehousing: 10 Households Assisted -Homeless Prevention: 10 Households Assisted -Emergency Shelter: 5 Households Assisted -HMIS: N/A
Support a continuum of services to prevent and eliminate homelessness, including but not limited to homeless prevention programs, emergency shelter, and transitional housing. When and if necessary, Fontana will use HUD funding to address urgent issues and conditions impacting the health and safety of homeless residents, and those at risk of becoming homeless.						
Goal 4: Public services for families with low incomes	2025 - 2029	Non-Housing Community Development	LMI Areas Citywide	Public services for residents	CDBG: 285,000	Public services other than Low/ Moderate Income Housing Benefit: 12,845 persons assisted
Description: Provide low- and moderate-income seniors with a range of public services necessary to prevent homelessness and ameliorate the effects of poverty.						
Goal 5: Planning and admin	2025 – 2029	Program admin	N/A	Comply with federal CDBG, HOME, & ESG regulations	HOME: 60,000 CDBG: 342,500 ESG: 12,500	1 Other
Description: These funds will be used to comply with federal statutes and regulations pertaining to the CDBG, HOME, & ESG Programs.						

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AP-35 Projects

To address the high priority needs identified in the *Strategic Plan*, the City of Fontana will invest CDBG, HOME, and ESG funds in projects to preserve existing affordable housing, provide fair housing services, and services to the elderly, and improve public facilities and infrastructure. Together, these projects will address the needs of low- and moderate-income Fontana residents.

Table 61 – Project Information

2025-2026 Projects	
1.	Fair Housing Services
2.	Affordable Rental Housing Development
3.	Senior scholarships
4.	Public safety
5.	Homeless Assistance (ESG25 Fontana)
6.	Program Administration

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Based on the *Strategic Plan*, in program year 2025-2026 the City is allocating 100 percent of its non-administrative CDBG, HOME, and ESG to projects and activities that benefit extremely low-, low-, or moderate-income households. The primary obstacles to meeting the underserved needs of low- and moderate-income people include limited funding from federal, state, and other local sources.

AP-38 Project Summary

Table 62 – Project Summary Information

1	Project Name	Fair housing services
	Target Area	Citywide
	Goals Supported	Fair housing services
	Needs Addressed	Ensure equal access to fair housing opportunities
	Funding	CDBG: $37,500
	Description	Fulfill the HUD regulatory mandate to affirmatively further fair housing choice through the provision of fair housing education, counseling, anti-discrimination, and landlord-tenant mediation services.
	Target Date	6/30/2026
	Estimated number and type of beneficiaries	90 low- and moderate-income people
	Location Description	Citywide
	Planned Activities	Fair housing services
2	Project Name	Affordable rental housing development
	Target Area	Citywide
	Goals Supported	Affordable housing
	Needs Addressed	Preserve the supply of affordable housing; Expand the supply of affordable housing
	Funding	CDBG: $1,235,000 HOME: $4,567,916 ($540,000 annual allocation, $105,636 program income, $3,922,280 prior year resources)
	Description	HOME funds in support of the development of new affordable rental housing units for a yet to be determined a project. Should a project be identified the Plan will be amended. CDBG funds in support of the acquisition/rehabilitation of existing housing units affordable to household earning less than 80 percent of AMI.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit	2 affordable rental units constructed for lower income households 3 affordable housing units acquired and rehabbed for lower income households
	Location Description	Citywide
	Planned Activities	
3	Project Name	Youth/ Senior scholarships
	Target Area	Citywide
	Goals Supported	Public services for low-income residents
	Needs Addressed	Provide public services for residents
	Funding	CDBG $70,000
	Description	Recreational and Targeted Services for eligible residents (such as elderly and youth). Activities may include recreational scholarships, meals, and transportation assistance
	Target Date	6/30/2026

	Estimate the number and type of families that will benefit	40 low- to moderate-income seniors
	Location Description	Citywide
	Planned Activities	Scholarships
4	Project Name	Public safety
	Target Area	LMI Areas
	Goals Supported	Public services for low-income residents
	Needs Addressed	Provide public services for residents
	Funding	CDBG: $215,000
	Description	Serve and protect residents in LMI Areas with high concentrations of homelessness.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit	12,845 LMI persons
	Location Description	LMI Areas
	Planned Activities	Extra patrols
5	Project Name	Homeless Assistance (ESG25 Fontana)
	Target Area	Citywide
	Goals Supported	Homeless services
	Needs Addressed	Prevent and eliminate homelessness
	Funding	ESG: $157,250
	Description	Support a continuum of services in San Bernardino County to prevent and eliminate homelessness including but not limited to homelessness prevention and rapid rehousing programs.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit	Approximately 25 extremely low-income households
	Location Description	Citywide
	Planned Activities	Homeless assistance services which may include street outreach, emergency shelter, homelessness prevention, and rapid rehousing.
6	Project Name	Program Administration
	Target Area	Citywide
	Goals Supported	Affordable housing, Fair Housing services, Homeless services, and public services for families with low incomes; Planning and administration
	Needs Addressed	Preserve the supply of affordable housing; Expand the supply of affordable housing; Ensure equal access to affordable housing; Prevent and eliminate homelessness; Comply with federal CDBG, HOME, and ESG regulations.
	Funding	HOME: $60,000; CDBG: $342,500; ESG: $12,500
	Description	Provide for the planning and administration or CDBG, HOME and ESG programs
	Target Date	6/30/2026

	Estimate the number and type of families that will benefit	Other
	Location Description	Citywide
	Planned Activities	Administration of CDBG and HOME programs, projects, and activities.

AP-50 Geographic Distribution

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City has identified LMI Areas target areas where some CDBG funds will be invested. Most CDBG funds will benefit individuals and households citywide. Infrastructure and public facility improvement and public safety projects will be focused on areas with a concentration of residents with low and moderate incomes throughout the City. Housing, public service and homeless assistance will be made available to income-qualified households throughout the City.

Table 63 - Geographic Distribution

Target Area	Percentage of Funds
LMI Areas	16%
Citywide	84%

Rationale for the priorities for allocating investments geographically

HUD allows CDBG and HOME grantees to implement certain activities such as initial construction or expansion of community facilities and infrastructure that benefit certain neighborhoods or villages (but not the entire City) provided the service area for the facility or infrastructure is primarily residential and where at least 51 percent of residents are low- and moderate-income.

The City will use a place-based and citywide strategy to distribute funding. It is the City's intent to fund activities in the areas and for the populations most directly affected by the needs of low-income residents and those with other special needs. Where appropriate the Annual Action Plan will direct investment to an area benefit neighborhood. The area benefit category is the most used national objective for activities benefiting a residential neighborhood. An area benefit activity is one that benefits all residents, where at least 51 percent are low- and moderate-income. Public infrastructure improvements are an area benefit activity when they are in a predominantly low- and moderate-income neighborhood.

AP-55 Affordable Housing

The 2025-2029 *Strategic Plan* provides the framework for investing CDBG and HOME funds in Fontana. Affordable housing is a high priority need and will be addressed by activities performed under the affordable housing goal.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	5
Special-Needs	0
Total	5

Table 64 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	2
Rehabilitation of Existing Units	0
Acquisition of Existing Units	3
Total	5

Table 65 - One Year Goals for Affordable Housing by Support Type

Discussion

Fontana residents have a significant need for high quality and affordable housing. In program year 2025-2026 the city anticipates supporting the development of two new affordable rental units, and acquiring three units of affordable rental housing. This assistance will be provided to eligible household with low to moderate incomes.

The City may submit a request to HUD for using recent sales data to determine a Fontana specific homeownership value limit for detached and attached properties. The limits for 2025 have not been released for the region.

AP-60 Public Housing

There is no public housing located within the City of Fontana.

Actions planned during the next year to address the needs to public housing

Public housing needs are addressed by the Housing Authority of the County of San Bernardino.

Actions to encourage public housing residents to become more involved in management and participate in homeownership.

To encourage public housing residents to become more involved in the management of public housing units, HACSB has developed a Resident Advisory Board (RAB) made up of participants from its Term-Limited Lease Assistance Program, Project Based Voucher Program, VASH, and the Tenant-Based Voucher Program. The RAB is tasked with discussing critical issues, like policy changes, program participant outreach efforts and messaging, that affect residents and program participants.

The HACSB offers several ongoing programs to help residents become more involved in management and participate in homeownership. HACSB offers a Family Self-Sufficiency (FSS) program for its residents, which allows participants to save a portion of their income in escrow toward the family's departure from subsidized housing. Residents in the FSS program and HACSB's Term-Limited Lease Assistance program have access to employment services through the HACSB's Family Empowerment Services Department. The Department assigns families to a coach that assists the family with creating and implementing an Individual Training and Services Plan focused on educational and career goals. HACSB also administers a successful Homeownership Assistance Program. Through this program, eligible families participating in the Housing Choice Voucher (HCV) program can utilize their HCV financial assistance to purchase a home.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance.

HACSB is a high preforming PHA. This is not applicable.

AP-65 Homeless and Other Special Needs Activities

The City of Fontana has identified the prevention and elimination of homelessness and provisions of public services to residents as high priority needs in the 2025-2029 *Consolidated Plan*. The City will allocation 100 percent of its ESG resources to providing homeless assistance in the City. Furthermore, the City anticipates spending approximately 86 percent of its CDBG public service cap (15 percent of the total allocation) on a public safety program uniquely tailored to engage and protect Fontana's homeless residents and the remainder of the allocation will be used to provide recreational service to non-homeless elderly residents.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

The City of Fontana's goal of providing public services and the associated public safety project, the FPD MET reaches out to unhoused homeless residents, assesses their needs, and helps to connect them with appropriate resources. The MET provides balanced community-oriented policing in parts of the City with a high concentration of unhoused people. These residents are highly transient, have had varied experiences with authority figures, and are uniquely vulnerable to crime. During MET patrols, officers engage people experiencing unhoused homelessness, and when appropriate, connect them with the services needed. This is sensitive and intensive work, which requires a high level of effort. It can take many engagements before an unhoused individual is ready to receive services. This specialized team provides an invaluable service to the community it serves by providing consistent personal contact with the residents and unsheltered individuals. They create relationships with the community that would not have been achieved with a standard patrol unit that rotates personnel on a regular basis.

Addressing the emergency shelter and transitional housing needs of homeless persons

For program year 2025-2026, the City plans to support the operations of the Bridge of Hope family emergency shelter with state Family Homelessness Challenge funds and of the Path shelter with state PLHA funds.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

During program year 2025-2026 the City will direct federal ESG and state resource such as the Family Homelessness Challenge grant funds to provide rapid rehousing, rental assistance, emergency shelter, permanent supportive housing services to households

experiencing homelessness, including supporting households living in emergency shelter, to transition as quickly as possible to permanent housing. It is anticipated that ESG funds will provide approximately ten households with rapid rehousing assistance.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The County in collaboration with the CoC maintains Discharge Coordination Policies for the systems of care it administers, such as discharge from the Corrections, Foster Care, and the Mental Health systems. The City supports the CoC's advocacy for development of consistent policy implementation by hospital administrators for best practices such as recuperative care, and co-location of health services near affordable housing developments.

During the program year 2025-2026 the City will direct ESG and state funds to provide homelessness prevention, rapid rehousing, emergency shelter, and case management services to help households at risk of falling into homelessness avoid that experience if possible. It is anticipated that ESG funds will provide approximately 100 households with homelessness prevention assistance.

AP-75 Barriers to Affordable Housing

A barrier to affordable housing is a public policy or nongovernmental condition that constrains the development or rehabilitation of affordable housing, such as land use controls, property taxes, state prevailing wage requirements, environmental protection, cost of land and availability of monetary resources. The City of Fontana works to remove barriers to affordable housing and the financial impact of efforts to protect public health and safety by taking actions to reduce costs or provide offsetting financial incentives to assist in the production of safe, high quality, affordable housing. Barriers to affordable housing are distinguished from impediments to fair housing choice in that barriers are lawful and impediments to fair housing choice are usually unlawful.

The City's *2021-2029 Housing Element* describes the following constraints on housing development due to local policies:

Parking Requirements: The City's parking requirements fluctuate depending on land use and intensity. The minimum parking requirements in the R-4 zoning district for a 30-unit project on one acre and made up of all two-bedroom units is 60 parking spaces. Assuming a standard nine-foot by 18-foot parking space (162 square-feet per space), parking requirements total approximately 9,720 square-feet. Using the estimated cost of $12.34 per square-foot (based on the market analysis done above) parking for a one-acre development in the R-4 zone can cost $119,944. City parking standards require all of these 60 parking spaces to be covered; construction costs can be higher for covered parking, parking structures, and/or below ground parking. The cost of parking based on the City's requirements for multi-family housing, can be considered a constraint to the development of housing. The developers may receive concessions or incentives in the form of parking reduction for the development of housing affordable to low- and very low-income households, as provided under the State Density Bonus Law.

Development Fees: Residential developers are subject to a variety of fees and exactions to process permits and provide necessary services and facilities as allowed by state law. All information regarding the City's development fees is available to the public on the Fontana City website as pursuant to Gov. Code §65940.1 (a)(1)(B). Development fees can be a constraint to the maintenance, improvement, and development of housing, because the added costs for developers may result in higher housing unit costs. However, Development fees are necessary to provide planning and public services.

Local Processing and Permit Procedures: The development community commonly cites the permit processing time as a contributor to the high cost of housing. Depending on the magnitude and complexity of the development proposal, the time that elapses from application submittal to project approval may vary considerably. Factors that can affect the length of development review on a proposed project include the completeness of the

development application, and the responsiveness of developers to staff comments and requests for information. The typical permit review and approval timeline for single-family and multifamily developments in Fontana is six to 20 weeks. This timeframe aligns with the processing timelines of nearby cities, such as Rialto, Rancho Cucamonga, and Ontario, where approvals typically take two to seven months, depending on the size and specifics of the residential project. Therefore, Fontana permit processing time does not present a constraint to the development of housing as compared to the surrounding market. Additionally, the City has committed to housing policy actions that aim to expedite the permit processing time, and monitoring development fees to ensure that they do not create an undue burden on residential development in the City.

Infrastructure Costs: Another factor that could constrain new residential construction is the requirement and cost to provide adequate infrastructure (major and local streets; water and sewer lines; and street lighting) needed to serve new residential development. In most cases, where new infrastructure is required, it is funded by the developer and then dedicated to the City, which is then responsible for its maintenance. Because the cost of these facilities is generally borne by developers, it increases the cost of new construction, with much of that increased cost often "passed on" as part of home rental or sales rates.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.

The City's *Housing Element* includes a Housing Plan with four broad goals and various supporting policies, programs, and actions for addressing the City's housing needs, including the following:

Goal #1: Adequate housing to meet the needs of all residents in Fontana

18. Provision of Adequate Sites to Meet Regional Housing Needs Assessment Goals
19. Rezone Parcels to R-4/R-4 Overlay to Accommodate RHNA Growth Need for Low and Very Low-Income Households
20. Rezone Parcels to R5 to Accommodate RHNA Growth Need for Low and Very Low-Income Households
21. Proactively Coordinate with Property Owners to Encourage the Development of Affordable Housing in Fontana
22. Encourage the Development of Housing Units for Low-, Very Low-, and Extremely Low-Income Levels
23. Annual Monitoring of Housing Production
24. Compliance with State Density Bonus Law
25. Manufactured and Modular Housing
26. Infill Housing Program
27. Accessory Dwelling Unit Construction
28. Accessory Dwelling Units Monitoring Program
29. Conversion of Existing, Non-Permitted Accessory Dwelling Units

30. Farmworker and Employee Housing Act Compliance
31. Amend Fontana Zoning Code for a Variety of Housing Types
32. Minimum Lot Sizes in Multifamily Zones
33. Replacement Housing for Non-vacant Sites
34. Lot Consolidation Program for Small Sites

Goal #2: A high standard of quality in existing affordable housing stock

7. Monitoring of "At-Risk" Housing Units
8. Code Enforcement for Residential Properties
9. Housing Unit Revitalization Program
10. Resources Conservation Practices
11. Promotion of Green/Sustainable Development Practices
12. Water and Sewer Service Purveyors

Goal #3: Housing development that is not affected by governmental constraints

5. Expedited Permit Processing and other Procedures
6. Review Parking Requirements
7. Monitoring Development Fees
8. SB 35 Streamlining Procedures

Goal #4: Affirmatively further fair housing in Fontana

13. Affordable Housing Online Resource Website
14. Participation and Support of Regional Fair Housing Efforts
15. Family Self-Sufficiency Program
16. Mental Health Services Program
17. Supportive/Transitional Housing Facilitation
18. Domestic Violence Services Program
19. Community Assistance Program
20. Anti-Poverty Program
21. Housing Referral and Information Services
22. Community and Stakeholder Engagement
23. Housing for Persons with Developmental Disabilities
24. Affirmatively Further Fair Housing

The City's *2025 Analysis of Impediments to Fair Housing* that identified housing issues, conditions which restrict fair housing choice or access to opportunity, and goals for addressing them. The following specific actions to address each fair housing issue identified in the assessment:

- Lending Discrimination: Hispanic and African American individuals or families experienced lower loan approval rates than other groups when purchasing or refinancing a home in the City. African Americans continue to have the lowest approval rates for home purchase loans and Hispanics have the lowest approval rate

for refinance loans. To address this issue, the City will monitor HMDA data and affirmatively market the availability of first-time homebuyer assistance programs that provide down payment assistance to low- and moderate-income homebuyers. The City will also provide written outreach to lending institutions regarding the City's commitment to eliminate racial discrimination in lending patterns; encourage attendance of all staff at Inland Fair Housing and Mediation Board (IFHMB) workshops; and provide flyers regarding FTHB education, including IFHMB's FAQ on the City's website.

- Discrimination Based on Disability: Complaints received by the City's contracted fair housing service provider based on disability continue to be the leading basis of all discrimination complaints. This demonstrates a lack of understanding and sensitivity of the fair housing rights of the disabled by the housing industry. To address this issue, the City will continue working with their contracted fair housing service provider to provide recommendations of properties believed to be discriminatory in their practices as information is received; facilitate accessibility reviews of multi-family properties; and distribute design and construction information to all who inquire about building permits.

- Fair Housing Education: There is an increasing number of fair housing complaint intakes performed by the City's contracted fair housing service provider. Furthermore, their interactions with housing providers and housing seekers during workshops have demonstrated a lack of understanding of both Federal and State fair housing laws. To address this issue, the City will continue working with IFHMB to provide opportunities for conducting Fair Housing workshops in the City and providing IFHMB outreach materials as a part the City's newsletter and utility bill mailings. The City will also encourage collaboration with local realtors; provide recurring education to members of the Inland Valleys Association of Realtors; offer no-cost Fair Housing workshops; and develop a fair housing FAQ for the City's website.

- Transit Access: Omnitrans does not have a bus route connecting the public transit system to the Falcon Ridge and Summit shopping centers located on either side of Summit Avenue off the 1-15 freeway in North Fontana. This is a major employment center that includes shops, restaurants, and stores such as Target, Kohls, Staples, and Stater Brothers. Additionally, bus route 82 is the southwestern-most as well as the northernmost bus route in the City, running east-west in the south for miles along Jurupa Avenue, and north along Sierra Avenue from Jurupa up to the 210 freeway. An extension of this line or another route along Slover Avenue just south of the 10 freeway would connect residents to two of the top 10 employers in Fontana

that are not located within one-half mile of a bus stop. To increase transit access, the City will continue to build and expand public transportation opportunities servicing the Falcon Ridge / Summit Avenue Job Center and the Southwest Industrial / Jurupa Hills Job Centers.

- Reasonable Accommodation: A significant portion of the housing in Fontana was built before the advent of modern accessibility standards, thus modifications to homes may be needed to allow access by a disabled person. To address this issue and comply with Federal and State housing laws (SB 520), the City will analyze existing land use controls, building codes, and permit and processing procedures to determine constraints they impose on the development, maintenance, and improvement of housing for persons with disabilities. Based on its findings, the City will develop a policy for reasonable accommodation to provide relief from Code regulations and permitting procedures that have a discriminatory effect on housing for individuals with disabilities. The procedures shall include the process for requesting accommodation, a timeline for processing and appeals, criteria for determining whether a requested accommodation is reasonable, and ministerial approval for minor requests.
-
- Public Investment in Specific Neighborhoods: Neighborhoods in the center of the city lack access to economic and educational opportunities. To address this issue, the City of Fontana has identified a total of 8 sites to accommodate future housing in a R/ECAP area. The 8 sites estimate a total of 216 potential units, 151 of which are estimated to be affordable to lower income households. The City recognizes the unique needs of R/ECAP areas will schedule at least two (2) targeted outreach meetings in the designated R/ECAP area to better understand community needs as they are related to housing. The City will work with interested developers to support affordable housing options in the R/ECAP area with a focus on quality design and access to economic and educational resources.
-
- Availability of Affordable Housing: The need for affordable housing outpaces the supply of housing in Fontana. To address this issue, the City will seek to increase affordable housing options for lower income residents across the City. The City's sites strategy will take an aggressive approach to promote affordable housing in higher resource areas and will meeting with local and regional stakeholders to increase the feasibility and development of affordable housing. The City will streamline affordable housing projects, and provide additional incentives when funding is available. Additionally, the City will work with developer to potentially utilize the existing Inclusionary Ordinance.

- Access to Proficient Education: Disparities in access to high quality schools disproportionately impacts protected class groups in the city, in large part due to limited affordable housing options near high-performing schools. To address this issue, the City has identified parcels adjacent to local schools for housing opportunities. Additionally, with the Fontana Unified School Districts support, parcels owned by FUSD have been identified near schools for rezone to increase density. The City will support housing opportunities adjacent to educational institutions and schools in order to decrease challenges related to access and commuting. The City will partner with FUSD annually to gather insight via community outreach about key housing and economic needs of FUSD families and students.

AP-85 Other Actions

Priority needs established in the 2025-2029 five-year *Consolidated Plan* form the basis for establishing objectives and outcomes in the Action Plan. Those needs are as follows:

- Preserve the supply of affordable housing
- Expand the supply of affordable housing
- Ensure equal access to housing opportunities
- Prevent and eliminate homelessness
- Provide public services to low-income residents

Actions planned to address obstacles to meeting underserved needs

The primary obstacles to meeting the needs of underserved households with low- and moderate-incomes are limited and reduced funding from federal, state, and other local sources, and the high cost of housing. To address these obstacles, at least in part, the City will continue to work to leverage public and private resources through grant and partnership opportunities.

The City will continue to promote fair housing practices for sale and rental housing and to facilitate community awareness of fair housing. The City of Fontana is in the process of selecting the organization that will provide fair housing services to City residents in program year 2025. The services will include fair housing and tenant/ landlord services. The City fully expects to have a service provider selected and in place begin delivering services by July 1, 2025.

Actions planned to foster and maintain affordable housing

The City of Fontana works to remove barriers to affordable housing and the financial impact of efforts to protect public health and safety by taking actions to reduce costs or provide offsetting financial incentives to assist in the production of safe, high quality, affordable housing. In program year 2025-2026, the City plans to allocate $4,627,916 in HOME and $1,235,000 in CDBG funds to the for affordable rental housing development activity.

Actions planned to reduce lead-based paint hazards

To reduce lead-based paint hazards, the City takes the following actions:

- Include lead testing and abatement procedures, as required, in all residential rehabilitation activities for units built prior to January 1, 1978.
- Educate residents on the health hazards of lead-based paint through brochures and encourage screening children for elevated blood-lead levels.
- Disseminate brochures about lead hazards through the City's residential rehabilitation activities.

During the period of the last Consolidated Planning cycle the City was awarded a grant from HUD's Office of Lead Hazard Control and Healthy Homes. The City is using these resources to administer its Lead Hazard Reduction Program. This program is intended to prevent childhood lead poisoning and unsafe lead conditions by eliminating lead hazards (e.g., cracking paint, contaminated soil) in rental and owner-occupied properties where households with low-income reside.

Actions planned to reduce the number of poverty-level families

The implementation of CDBG, HOME, and ESG activities to meet the goals established in the *Consolidated Plan-Strategic Plan* and this Action Plan will help reduce the number of poverty-level families. The projects are as follows:

- Affordable Rental Housing Development,
- Fair housing services,
- Homeless Assistance (ESG25 Fontana),
- Senior scholarships, and
- Public safety.

Actions planned to develop institutional structure

The City of Fontana works with a wide range of public and community social service agencies to meet and address the various needs of the community. This program year City staff will continue to collaborate internally, as well as with local non-profit advocacy groups and other County, State and Federal organizations. Specifically, the City participates in various regional efforts that involve the collaboration of local jurisdictions, private organizations, and other public and quasi-public agencies to address homelessness, fair housing, and affordable housing issues.

Actions planned to enhance coordination between public and private housing and social service agencies

To enhance coordination between public and private housing and social service agencies, the City will welcome and continue to encourage partnering with non-profit providers, community and faith-based organizations, public institutions, community residents, and City Departments to ensure the delivery of quality housing and supportive services to low-income persons.

City staff attend several local and regional meetings, which include service providers, neighboring agencies, and elected officials to keep abreast of issues affecting the quality of life for low-income residents. The City maintains a web presence and is pro-active in providing technical assistance throughout the year to assist interested citizens and agencies in understanding and applying for CDBG, HOME, and ESG funds.

Discussion:

In the implementation of the 2025 Annual Action Plan the City will invest CDBG, HOME, and ESG resources to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based paint hazards, reduce the number of families living at or below the poverty level, develop institutional structure, and enhance coordination between public and private housing and social service agencies.

AP-90 Program Specific Requirements

In the implementation of programs and activities under the 2025 Annual Action Plan, the City of Fontana will follow all HUD regulations concerning the use of program income, forms of investment, overall low- and moderate-income benefit for the CDBG program and recapture requirements for the HOME program.

Eligible applicants for CDBG and ESG assistance include subrecipients who may carry out programs to benefit program beneficiaries on behalf of the City. Applications from interested subrecipients may be solicited by the City directly or via published Notices of Funds Availability at the discretion of the City. Eligible beneficiaries for CDBG or HOME funded housing rehabilitation or first-time homebuyer programs include households earning less than 80 percent of AMI. Developers for HOME-assisted rental housing development projects shall be selected via an application and underwriting process determined by the City based on the regulatory requirements applicable to the prospective project based on the nature and scope of the proposed development. Opportunities for leveraging and matching funds shall be emphasized in the selection of affordable housing Developers. Selection of affordable rental housing development projects shall be based on project feasibility; funding availability; and City needs as determined by staff and the City Council.

Prospective subrecipients, beneficiaries and developers may obtain more information on the Fontana Housing Department / Housing Authority website at www.fontanaca.gov.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Table 66 – CDBG Requirements

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Table 67 – Other CDBG Requirements

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low- and moderate-income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low- and moderate-income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnerships Program (HOME) Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City will not use any other forms of investment beyond those identified in Section 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

During the 2025 program year, the City of Fontana will not implement any HOME-assisted homebuyer activities. In the future, should the City choose to implement a homebuyer assistance activity, the City will incorporate either a resale or recapture requirement in the Annual Action Plan and written agreements as required by 24 CFR 92.254.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

See above.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City does not intend to use HOME funds under the 2025 Annual Action Plan to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

Emergency Solutions Grant (ESG) Reference 91.220(l)(4)

Include written standards for providing ESG assistance (may include as attachment).

The written standards for providing ESG assistance are included in Appendix C.

If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The County of San Bernardino coordinates homeless services with both entitlement and non-entitlement cities through its Department of Behavioral Health Office of Homeless Services (OHS). This office is the designated administrative authority, or Lead Agency, over

the County's Continuum of Care (CoC), Coordinated Entry System (CES) and Homeless Management Information System (HMIS). In accordance with federal regulations the ESG recipients are required to participate in the CES and HMIS. The HMIS maintains exceptions for victim service providers as set forth under 24 CFR 576.400(d).

Discussion:

All City of Fontana projects, programs, and services in use of CDBG and HOME funds will be managed in compliance with all applicable federal rules and regulations.

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Analysis of Impediments to Fair Housing

Presented to the U.S. Department of Housing and Urban Development (HUD)

Office of Community Planning and Development

February 2025

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FONTANA
CALIFORNIA

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I. Executive Summary

The City of Fontana is located in San Bernardino County, approximately 50 miles east of Los Angeles. Fontana is bisected by major transportation routes, including Interstate 10, which runs east-west, and Interstate 15, which runs north-south. Incorporated in 1952, Fontana's history is rooted in agriculture and steel manufacturing. Over the past several decades, the City has experienced rapid growth and urbanization, transforming into a diverse community with significant industrial, commercial, and retail employment opportunities. Fontana also provides a variety of public programs, recreational facilities, parks, and cultural amenities for its residents. As of the 2020 Census, Fontana had a population of 212,704, with 68.49% identifying as Hispanic, 14.02% White non-Hispanic, 7.99% Black, and 6.72% Asian or Pacific Islander (AAPI).

As a U.S. Department of Housing and Urban Development (HUD) Entitlement Jurisdiction, Fontana is required to prepare and adopt a Consolidated Plan (Con Plan). As part of the Con Plan, the City prepares an Analysis of Impediments to Fair Housing Choice (AI) to identify fair housing issues, contributing factors, and goals to affirmatively further fair housing. Affirmatively furthering fair housing means taking meaningful actions to overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. This duty extends to all of Fontana's housing and urban development activities and programs.

A fair housing issue is a condition within the City that restricts fair housing choice or access to opportunity. Such issues can include ongoing local or regional segregation, racially or ethnically concentrated areas of poverty (R/ECAPs), disparities in access to opportunity, disproportionate housing needs, and evidence of discrimination related to housing. Fontana analyzed data on demographics, segregation/integration, R/ECAPs, disparities in access to opportunity, and housing needs, using data from the U.S. Census Bureau American Community Survey (ACS) 2016–2020 estimates, HUD's AFFH Data and Mapping Tool, and the City's 2021–2029 Housing Element.

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The data analysis revealed several fair housing issues, including:

- Concentrations of racial/ethnic groups in Central, South, East, and Northwest Fontana.
- Racially/ethnically concentrated areas of poverty in Central Fontana.
- Disparities in access to high-performing schools, employment, and environmentally healthy neighborhoods for Hispanic and low-income residents.
- Disproportionate housing problems for American Indian and Alaska Native, Asian, Pacific Islander, and Black/African American households in different income ranges.
- Disparities in access to homeownership for Black, Hispanic, and Native American households.

The City has identified contributing factors (**in bold below**) and established the following fair housing goals to address these factors and affirmatively further fair housing:

- **Lending Discrimination –** The City will monitor HMDA data and affirmatively market the availability of first-time homebuyer assistance programs that provide down payment assistance to low- and moderate-income homebuyers. The City will also provide written outreach to lending institutions regarding the City's commitment to eliminate racial discrimination in lending patterns; encourage attendance of all staff at Inland Fair Housing and Mediation Board (IFHMB) workshops; and provide flyers regarding FTHB education, including IFHMB's FAQ on the City's website.
- **Discrimination Based on Disability –** The City will continue working with their contracted fair housing service provider to provide recommendations of properties believed to be discriminatory in their practices as information is received; facilitate accessibility reviews of multi-family properties; and distribute design and construction information to all who inquire about building permits.
- **Fair Housing Education –** The City will continue working with IFHMB to provide opportunities for conducting Fair Housing workshops in the City and providing IFHMB outreach materials as a part the City's newsletter and utility bill mailings. The City will also encourage collaboration with local realtors; provide recurring education to members of the Inland Valleys Association of Realtors; offer no-cost Fair Housing workshops; and develop a fair housing FAQ for the City's website.
- **Transit Access –** To increase transit access, the City will continue to build and expand public transportation opportunities servicing the Falcon Ridge / Summit Avenue Job Center and the Southwest Industrial / Jurupa Hills Job Centers.
- **Reasonable Accommodation –** The City will analyze existing land use controls, building codes, and permit and processing procedures to determine constraints they impose on the development, maintenance, and improvement of housing for persons with disabilities. Based on its findings, the City will develop a policy for reasonable accommodation to provide relief from Code regulations and permitting procedures that have a discriminatory effect on housing for individuals with disabilities. The procedures shall include the process for requesting accommodation, a timeline for processing and appeals, criteria for determining whether a requested accommodation is reasonable, and ministerial approval for minor requests.
- **Public Investment in Specific Neighborhoods –** The City of Fontana has identified a total of 8 sites to accommodate future housing in a Racially or Ethnically Concentrated Area of Poverty (R/ECAP) area. The 8 sites estimate a total of 216 potential units, 151 of which are estimated to be affordable to lower income households. The City recognizes the unique needs of R/ECAP areas will schedule at least two (2) targeted outreach meetings in the designated R/ECAP area to better understand community needs as they are related to housing. The City will work with interested developers to support affordable housing options in the R/ECAP area with a focus on quality design and access to economic and educational resources.
- **Availability of Affordable Housing –** The City will seek to increase affordable housing options for lower income residents across the City. The City's strategy will take an aggressive approach to promote affordable housing in higher resource areas and will meeting with local and regional stakeholders to increase the feasibility and development of affordable housing. The City will streamline

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affordable housing projects, and provide additional incentives when funding is available. Additionally, the City will work with developer to potentially utilize the existing Inclusionary Ordinance.

- **Access to Proficient Education –** The City has identified parcels adjacent to local schools for housing opportunities. Additionally, with the Fontana Unified School Districts support, parcels owned by FUSD have been identified near schools for rezone to increase density. The City will support housing opportunities adjacent to educational institutions and schools in order to decrease challenges related to access and commuting. The City will partner with FUSD annually to gather insight via community outreach about key housing and economic needs of FUSD families and students.

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II. Fair Housing Analysis

A. Demographic and Housing Summary

Describe demographic patterns in Fontana and region, and describe trends over time (since 1990).

Demographic Overview

Table 1 provides demographic information for the population of Fontana and the region, which is defined by HUD as the Riverside-San Bernardino-Ontario Metropolitan Statistical Area (MSA). Table 2 provides demographic trends over time for Fontana and the Riverside-San Bernardino-Ontario region, dating back to 1990. The data is from the Census Bureau's American Community Survey.

Race/Ethnicity

Fontana has a total population of 212,704. The region has a population of 4,600,396. Fontana has a population where the majority (68.49%) identify as Hispanic. White non-Hispanic residents account for 14.02%, followed by 7.99% Black non-Hispanic, 6.72% AAPI non-Hispanic, and smaller proportions of other groups. The regional demographic distribution is similar but with a lower percentage of Hispanic residents (51.46%) and a higher proportion of White non-Hispanic individuals (31.17%).

Table 2 shows demographic trends since 1990. In Fontana, the Hispanic population has grown substantially from 36.11% in 1990 to 68.49% currently. The White non-Hispanic population has declined from 51.39% in 1990 to 14.02%. The Black and Asian populations have grown but remain smaller in proportion. The regional trends mirror these shifts, with a decline in the White non-Hispanic population and an increase in Hispanic and Asian populations.

National Origin

A significant portion of Fontana's foreign-born population originates from Mexico (16.99%), followed by the Philippines, El Salvador, and Guatemala. The region shows similar trends, with Mexico as the most common country of origin (12.08%).

Since 1990, the percentage of foreign-born residents in Fontana has increased from 15.52% to 25.99%. The region follows a similar pattern, with foreign-born individuals rising from 13.93% in 1990 to 21.10% currently.

Limited English Proficiency (LEP)

In Fontana, 22.11% of residents have limited English proficiency, with Spanish as the predominant language spoken (18.00%). The region shows similar trends but with a lower percentage (14.90%) of LEP individuals.

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Over time, the number of LEP residents in Fontana increased significantly from 11.45% in 1990 to 26.83% in 2010 but has since declined to 22.11%. The regional trend follows a similar trajectory.

Age Distribution

Fontana has a younger population than the region, with 28.91% under 18, 62.87% aged 18-64, and 8.22% aged 65+. In contrast, the region has a slightly older population, with 13.09% of residents aged 65 and above.

Since 1990, the percentage of Fontana residents aged 65+ has increased from 5.97% to 8.22%, while the proportion of those under 18 has declined from 35.32% to 28.91%. The region exhibits a similar aging trend.
Families with Children

Families with Children

In Fontana, 44.89% of families have children. This is higher than the regional percentage of families with children, which is 33.55%. Since 1990, the proportion of families with children has declined in both Fontana and the region.

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Table 1 – Demographics

	(Fontana, CA CDBG) Jurisdiction			(Riverside-San Bernardino-Ontario, CA) Region		
Race/Ethnicity		#	%		#	%
White, Non-Hispanic		29,816	14.02%		1,434,109	31.17%
Black, Non-Hispanic		16,994	7.99%		314,817	6.84%
Hispanic		145,677	68.49%		2,367,559	51.46%
Asian or Pacific Islander, Non-Hispanic		14,289	6.72%		327,029	7.11%
Native American, Non-Hispanic		467	0.22%		16,204	0.35%
Two or More Races, Non-Hispanic		4,934	2.32%		129,471	2.81%
Other, Non-Hispanic		518	0.24%		11,207	0.24%
National Origin						
#1 country of origin	Mexico	36,128	16.99%	Mexico	555,948	12.08%
#2 country of origin	Philippines	3,917	1.84%	Philippines	69,345	1.51%
#3 country of origin	China Incl. Taiwan	1,515	0.71%	El Salvador	31,970	0.69%
#4 country of origin	El Salvador	2,468	1.16%	Guatemala	24,562	0.53%
#5 country of origin	Guatemala	1,978	0.93%	China Incl. Taiwan	41,930	0.91%
#6 country of origin	Vietnam	1,078	0.51%	Vietnam	22,759	0.49%
#7 country of origin	Korea	524	0.25%	Egypt	6,135	0.13%
#8 country of origin	India	690	0.32%	India	15,791	0.34%
#9 country of origin	Canada	118	0.06%	Syria	3,720	0.08%
#10 country of origin	Peru	244	0.11%	Korea	16,950	0.37%
Limited English Proficiency (LEP) Language						
#1 LEP Language	Spanish or Spanish Creole	38,293	18.00%	Spanish or Spanish Creole	514,327	11.18%
#2 LEP Language	Tagalog	1,224	0.58%	Chinese	23,565	0.51%
#3 LEP Language	Chinese	1,100	0.52%	Tagalog	17,869	0.39%
#4 LEP Language	Arabic	538	0.25%	Vietnamese	13,764	0.30%
#5 LEP Language	Vietnamese	359	0.17%	Korean	11,881	0.26%
#6 LEP Language	Korean	302	0.14%	Arabic	7,032	0.15%
#7 LEP Language	Thai	226	0.11%	Other Pacific Island languages	5,260	0.11%
#8 LEP Language	Other Indic languages	222	0.10%	Other Indic languages	4,021	0.09%
#9 LEP Language	African languages	186	0.09%	Thai	3,192	0.07%
#10 LEP Language	Persian	183	0.09%	Mon-Khmer, Cambodian	3,123	0.07%
Disability Type						
Hearing difficulty		5,237	2.46%		145,259	3.16%
Vision difficulty		4,841	2.28%		106,561	2.32%
Cognitive difficulty		7,776	3.66%		195,626	4.25%
Ambulatory difficulty		8,813	4.14%		272,303	5.92%
Self-care difficulty		3,980	1.87%		116,293	2.53%
Independent living difficulty		6,910	3.25%		195,902	4.26%
Sex						
Male		106,112	49.89%		2,291,834	49.82%
Female		106,592	50.11%		2,308,562	50.18%
Age						
Under 18		61,490	28.91%		1,184,668	25.75%
18-64		133,722	62.87%		2,813,321	61.15%
65+		17,492	8.22%		602,407	13.09%
Family Type						
Families with children		24,855	44.89%		461,842	33.55%

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

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

Note 3: Data Sources: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates; (LEP Data from 2011-2015 American Community Survey 5-Year Estimates)

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

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Table 2 – Demographic Trends

	(Fontana, CA CDBG) Jurisdiction								(Riverside-San Bernardino-Ontario, CA) Region							
	1990 Trend		2000 Trend		2010 Trend		Current		1990 Trend		2000 Trend		2010 Trend		Current	
Race/Ethnicity	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
White, Non-Hispanic	52,023	51.39%	35,636	24.19%	29,878	15.21%	29,816	14.02%	1,615,830	62.41%	1,540,776	47.33%	1,546,666	36.61%	1,546,666	36.61%
Black, Non-Hispanic	7,902	7.81%	17,096	11.61%	19,661	10.01%	16,994	7.99%	168,731	6.52%	263,322	8.09%	336,944	7.98%	301,523	7.14%
Hispanic	36,554	36.11%	85,919	58.32%	132,260	67.32%	145,677	68.49%	685,672	26.48%	1,228,683	37.75%	1,996,402	47.25%	1,996,402	47.25%
Asian or Pacific Islander, Non-Hispanic	3,578	3.53%	6,762	4.59%	13,451	6.85%	14,289	6.72%	98,331	3.80%	164,035	5.04%	298,585	7.07%	261,593	6.19%
Native American, Non-Hispanic	677	0.67%	1,060	0.72%	802	0.41%	467	0.22%	18,007	0.70%	36,061	1.11%	36,077	0.85%	19,454	0.46%
National Origin																
Foreign-born	15,679	15.52%	39,942	27.10%	58,671	29.86%	55,287	25.99%	360,666	13.93%	612,354	18.81%	904,558	21.41%	970,475	21.10%
LEP																
Limited English Proficiency	11,560	11.45%	31,987	21.70%	52,712	26.83%	43,430	22.11%	252,012	9.73%	462,538	14.21%	660,791	15.64%	629,409	14.90%
Sex																
Male	50,435	49.94%	73,235	49.69%	97,662	49.71%	106,112	49.89%	1,294,274	50.00%	1,618,466	49.73%	2,101,083	49.73%	2,291,834	49.82%
Female	50,560	50.06%	74,163	50.31%	98,807	50.29%	106,592	50.11%	1,294,518	50.00%	1,636,316	50.27%	2,123,768	50.27%	2,308,562	50.18%
Age																
Under 18	35,667	35.32%	56,910	38.61%	64,931	33.05%	61,490	28.91%	771,845	29.81%	1,044,686	32.10%	1,214,696	28.75%	1,184,668	25.75%
18-64	59,300	58.72%	83,306	56.52%	120,613	61.39%	133,722	62.87%	1,539,215	59.46%	1,869,817	57.45%	2,570,221	60.84%	2,813,321	61.15%
65+	6,028	5.97%	7,182	4.87%	10,925	5.56%	17,492	8.22%	277,732	10.73%	340,280	10.45%	439,934	10.41%	602,407	13.09%
Family Type																
Families with children	15,774	63.76%	13,440	65.58%	25,256	59.64%	24,855	44.89%	350,701	53.60%	266,840	54.97%	500,062	50.99%	461,842	33.55%

Note 1: All % represent a share of the total population within the jurisdiction or region for that year, except family type, which is out of total families.
Note 2: Data Sources: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates; (LEP Data from 2011-2015 American Community Survey 5-Year Estimates)
Note 3: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

Describe housing patterns, including tenure, cost burden, and the location of renters and owners.

The housing trends table below provides data on housing tenure and cost burden for Fontana and the surrounding region. The data covers trends from 2015 to 2020 and indicates notable shifts in homeownership and rental patterns.

Tenure

In Fontana, 66.26% of housing units are owner-occupied, while 33.74% are renter-occupied. Between 2015 and 2020, the number of owner-occupied units increased, while the share of renter-occupied units declined slightly. This trend is similar to regional patterns, where the homeownership rate increased from 62.40% to 64.08% over the same period.

Cost Burden

Housing cost burden measures the percentage of households that spend more than 30% of their income on housing costs. In Fontana, 41.77% of all households are cost-burdened. Among owner-occupied households, 36.13% are cost-burdened, an increase from 2015, when 24.80% of owner-occupied households were cost-burdened. In contrast, renter cost burden has declined, with 52.82% of renter-occupied households cost-burdened in 2020, down from 60.70% in 2015. Regional patterns follow a similar trajectory, with overall cost burden declining slightly. The regional homeowner cost burden is decreasing (from 36.70% in 2015 to 31.67% in 2020), as is the renter cost burden (from 56.90% to 54.56%). For both Fontana and the larger region, the majority of renters experience housing cost burden.

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Table 3 – Housing Trends

	Fontana City, California				Riverside-San Bernardino-Ontario, CA Metro Area			
	2015		2020		2015		2020	
Tenure	#	%	#	%	#	%	#	%
Occupied Housing Units	49,975		55,369		1,313,557		1,376,503	
Owner-Occupied	31,945	63.92%	36,685	66.26%	819,653	62.40%	882,033	64.08%
Renter-Occupied	18,030	36.08%	18,684	33.74%	493,904	37.60%	494,470	35.92%
Cost Burdened Households								
All Units	23,338	73.06%	23,125	41.77%	580,592	44.20%	549,092	39.89%
Owner-Occupied Units	12,395	24.80%	13,256	36.13%	300,813	36.70%	279,316	31.67%
Renter-Occupied Units	10,944	60.70%	9,869	52.82%	281,031	56.90%	269,776	54.56%

Note 1: Data Sources: U.S. Census Bureau, 2011-2015 and 2016-2020 American Community Survey 5-Year Estimates

Map 1 – Housing Tenure shows the distribution of owner-occupied housing units in Fontana. Areas with a higher concentration of owner-occupied households are generally located in suburban and lower-density neighborhoods, while renter-occupied households are more prevalent in central areas and neighborhoods with lower household incomes. The highest concentrations of renters are found near major transportation corridors and commercial centers in the center of the city.

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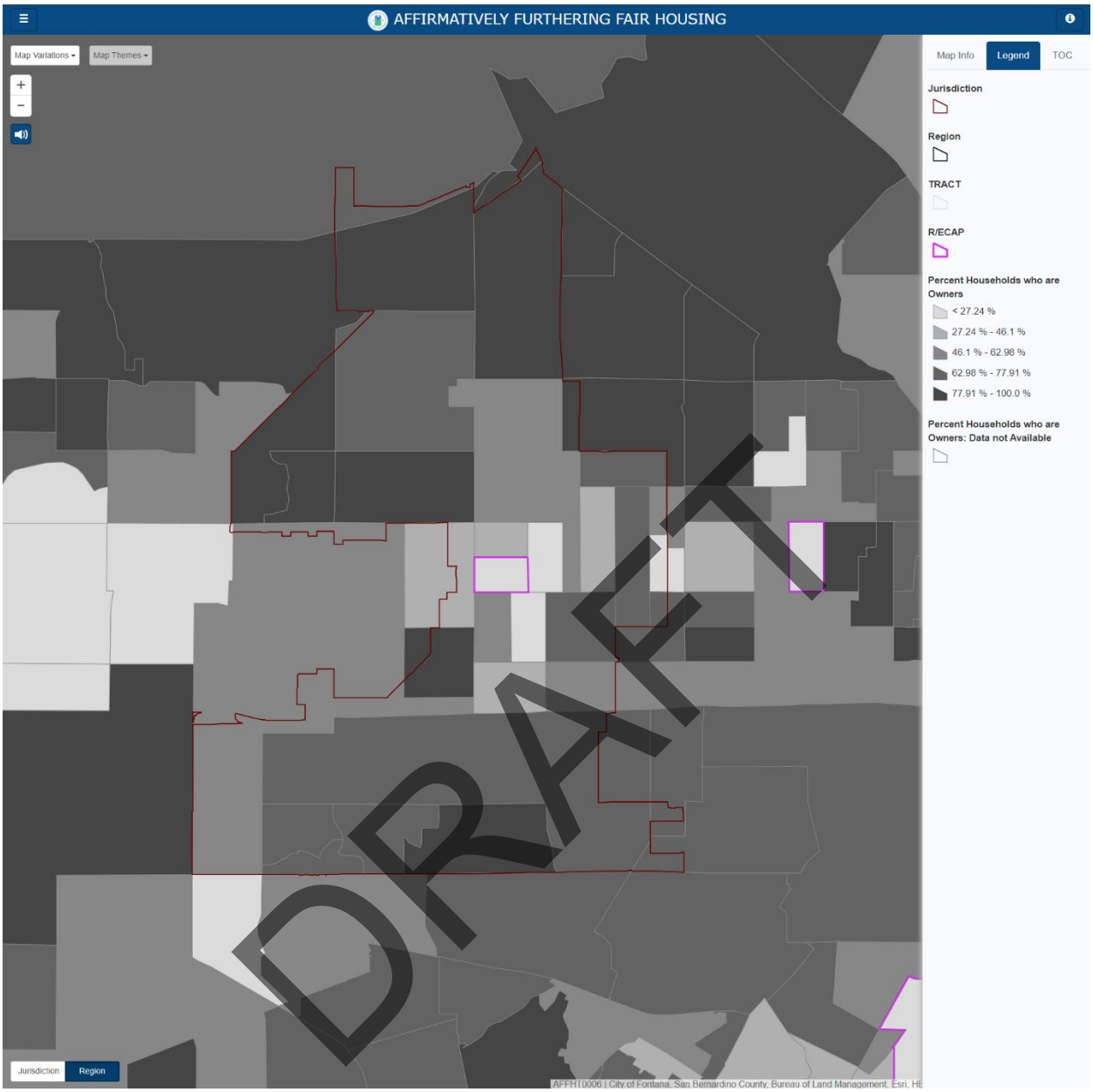
Map 1 – Housing Tenure



Describe the demographics of residents of different categories of publicly supported housing in Fontana and region.

Table 4 – Publicly Supported Households by Race/Ethnicity shows the demographics of residents of publicly supported housing programs, including Project-Based Section 8, Housing Choice Voucher (HCV) Program, and Other Multifamily programs. There are no Public Housing units in Fontana. The largest number of publicly supported housing units in Fontana are provided through the HCV Program, followed by Project-Based Section 8.

Hispanic households make up the majority of residents in publicly supported housing, accounting for 59.59% of all publicly supported households. Black households make up 10.45%, White households represent 20.83%, and AAPI households account for 6.85%.

Among HCV participants, Black households are overrepresented, comprising 58.68% of voucher recipients despite making up a smaller share of the overall population. Hispanic households represent 29.34% of HCV participants, while White and AAPI households account for 10.39% and 1.00%, respectively.

Participation in Project-Based Section 8 housing is more evenly distributed across racial and ethnic groups. Hispanic households account for 45.58% of participants, White households make up 28.21%, Black households account for 18.52%, and AAPI households represent 6.55%. The distribution of residents in Other Multifamily housing is similar, with Hispanic households making up 40.98% of participants, White households at 37.70%, Black households at 9.84%, and AAPI households at 9.84%.

At the regional level, Hispanic households represent the largest group in publicly supported housing, making up 38.50% of all publicly supported households, followed by White households at 45.50%, Black households at 7.55%, and AAPI households at 6.15%. Participation in the HCV Program follows a similar trend to Fontana, with Black households overrepresented at 43.78% of participants. White households make up 23.81% of HCV participants, Hispanic households represent 29.20%, and AAPI households account for 2.61%.

The racial and ethnic composition of households earning 0-30% and 0-50% of Area Median Income (AMI), the eligibility thresholds for these programs, does not fully align with the distribution of participants in publicly supported housing. Black households are overrepresented in the HCV Program compared to their share of income-eligible households, while Hispanic households are underrepresented despite making up a majority of low-income households in both Fontana and the region. The racial and ethnic distribution of residents in Project-Based Section 8 and Other Multifamily programs more closely reflects the demographics of income-eligible households.

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Table 4 – Publicly Supported Households by Race/Ethnicity

	Race/Ethnicity							
(Fontana, CA CDBG) Jurisdiction	White		Black		Hispanic		Asian or Pacific Islander	
Housing Type	#	%	#	%	#	%	#	%
Public Housing	N/a	N/a	0	0.00%	N/a	N/a	N/a	N/a
Project-Based Section 8	99	28.21%	65	18.52%	160	45.58%	23	6.55%
Other Multifamily	23	37.70%	6	9.84%	25	40.98%	6	9.84%
HCV Program	89	10.39%	504	58.68%	252	29.34%	9	1.00%
Total Households	10,699	20.83%	5,368	10.45%	30,603	59.59%	3,519	6.85%
0-30% of AMI	755	14.50%	804	15.44%	3,339	64.11%	200	3.84%
0-50% of AMI	1,805	16.76%	1,129	10.48%	7,273	67.54%	370	3.44%
0-80% of AMI	3,115	16.39%	1,558	8.20%	13,223	69.57%	684	3.60%
(Riverside-San Bernardino-Ontario, CA) Region	White		Black		Hispanic		Asian or Pacific Islander	
Housing Type	#	%	#	%	#	%	#	%
Public Housing	44	30.14%	19	13.01%	62	42.47%	18	12.33%
Project-Based Section 8	1,140	21.83%	1,029	19.71%	2,555	48.94%	446	8.54%
Other Multifamily	660	30.08%	247	11.26%	840	38.29%	432	19.69%
HCV Program	4,569	23.81%	8,401	43.78%	5,603	29.20%	500	2.61%
Total Households	602,650	45.50%	100,005	7.55%	509,940	38.50%	81,445	6.15%
0-30% of AMI	61,605	36.31%	20,925	12.33%	73,610	43.38%	8,775	5.17%
0-50% of AMI	122,950	37.18%	33,145	10.02%	150,960	45.65%	15,335	4.64%
0-80% of AMI	210,405	37.95%	49,115	8.86%	255,770	46.13%	25,935	4.68%

Note 1: Data Sources: Decennial Census; APSH; CHAS

Note 2: Numbers presented are numbers of households not individuals.

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

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B. Segregation/Integration

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

Table 5 – Racial/Ethnic Dissimilarity Trends illustrates the levels of segregation for various racial and ethnic groups in Fontana and the surrounding region using a Dissimilarity Index. The Dissimilarity Index measures how evenly two groups are distributed across a geographic area, with values indicating the following:

- Values between 0 and 39 indicate high integration (low segregation).
- Values between 40 and 54 indicate moderate segregation.
- Values between 55 and 100 indicate a high level of segregation.

As of the most recent data, Fontana exhibits relatively low segregation levels across all racial and ethnic groups. The highest level of segregation is observed between Hispanic and White residents, with a Dissimilarity Index of 29.18, followed by AAPI and White residents at 29.05. Black and White residents have a Dissimilarity Index of 21.47, and the overall Non-White/White segregation level is 23.81. Since 1990, segregation levels in Fontana have increased gradually, particularly between Hispanic and White residents. The Dissimilarity Index between Black and White residents is the only measure to have decreased since 1990.).

In contrast, the region displays moderate segregation of 41.29. The highest Dissimilarity Index is between Black and White residents, which is 47.66. Hispanic and White residents also experience moderate segregation, with a Dissimilarity Index of 43.96. AAPI and White

residents have a Dissimilarity Index of 43.07. These values indicate that, unlike Fontana, the region has more pronounced segregation patterns, particularly for Black residents.

Overall, segregation levels in Fontana remain relatively low, with increasing segregation between Hispanic/White and AAPI/White populations. The broader region experiences moderate segregation.

Table 5 – Racial/Ethnic Dissimilarity Trends

	(Fontana, CA CDBG) Jurisdiction			(Riverside-San Bernardino-Ontario, CA) Region		
Racial/Ethnic Dissimilarity Index	1990 Trend	2000 Trend	2010 Trend	1990 Trend	2000 Trend	2010 Trend
Non-White/White	14.14	19.04	23.81	32.92	38.90	41.29
Black/White	25.30	25.40	21.47	43.74	45.48	47.66
Hispanic/White	13.74	21.16	29.18	35.57	42.40	43.96
Asian or Pacific Islander/White	26.26	29.81	29.05	33.17	37.31	43.07

Note 1: Data Sources: Decennial Census

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

Identify areas in Fontana and region with relatively high segregation and integration by race/ethnicity, national origin, or LEP group, and indicate the predominant groups living in each area.

Race/Ethnicity

Maps 2-3 display the distribution of various racial and ethnic groups in Fontana and the region, with each dot representing a set number of individuals. Within Fontana, many Census Tracts exhibit racial and ethnic integration, as indicated by the presence of multiple dot colors throughout different neighborhoods. Hispanic residents are the predominant group in several areas, particularly in the central portion of Fontana. Other racial and ethnic groups, including White, Black, and AAPI residents, are more dispersed, with some clusters in specific tracts.

In the broader region, there are clear areas of racial and ethnic concentration, particularly for White and Hispanic residents. Several areas have a predominant presence of Hispanic residents, particularly in the southeastern portion of the region and in urbanized centers. White residents are more concentrated in suburban and rural areas, while Black residents are primarily found in select urban neighborhoods. Asian and Pacific Islander (AAPI) residents tend to be concentrated in a smaller number of Census Tracts, often in proximity to economic centers.

Areas of highest concentration of non-White residents, where more than 81% of the population is non-White, are located in the following areas:

- Central Fontana, including the downtown area along Sierra Avenue and Merrill Avenue, extending east and west of Sierra Avenue, and the surrounding residential neighborhoods.
- South Fontana, particularly in the neighborhoods south of Jurupa Avenue and north of the Interstate 10 corridor, where Hispanic residents form the dominant population group.
- East Fontana, in the residential areas east of Citrus Avenue and north of Baseline Avenue, where there are significant concentrations of Hispanic and AAPI residents.

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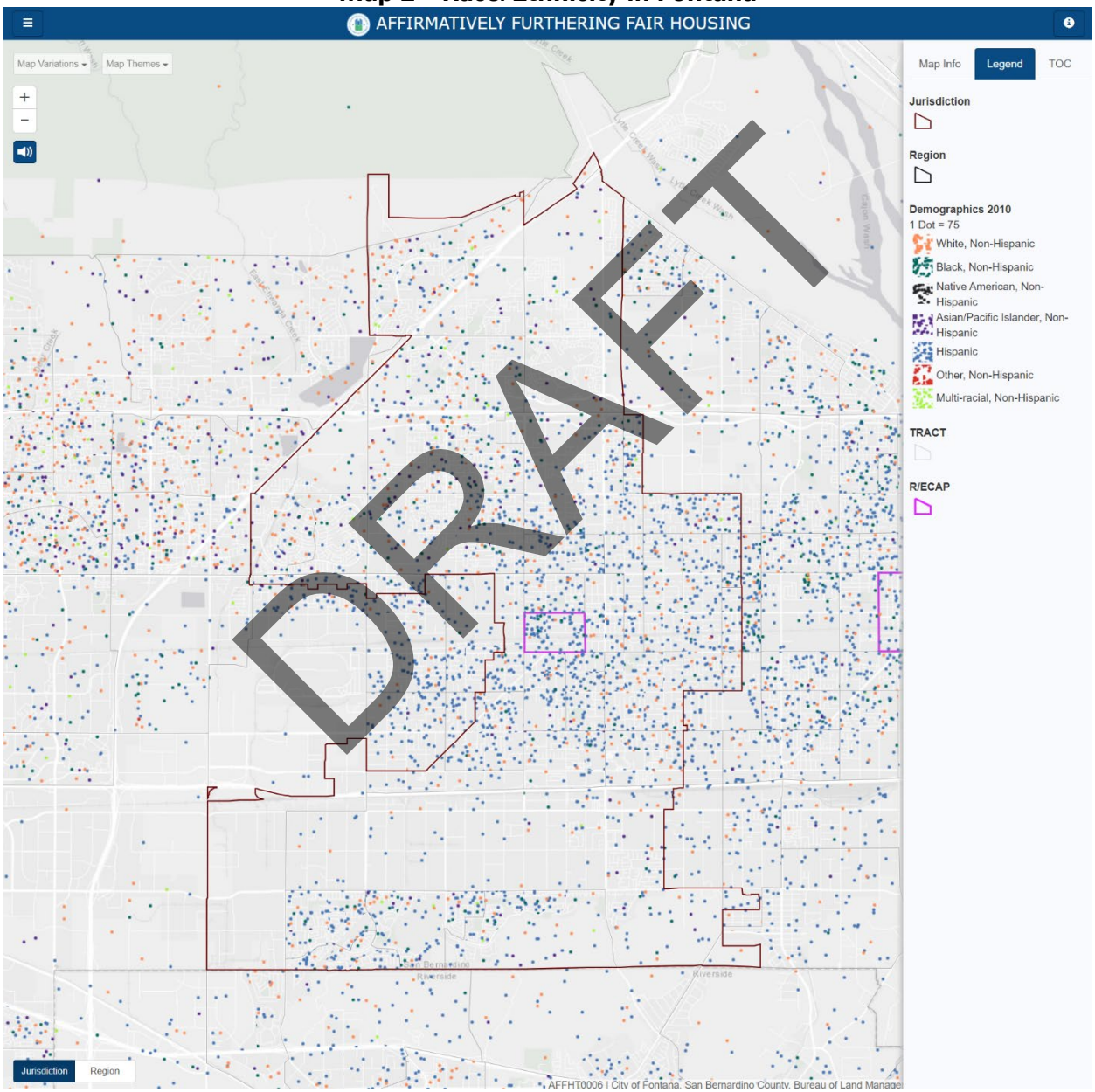
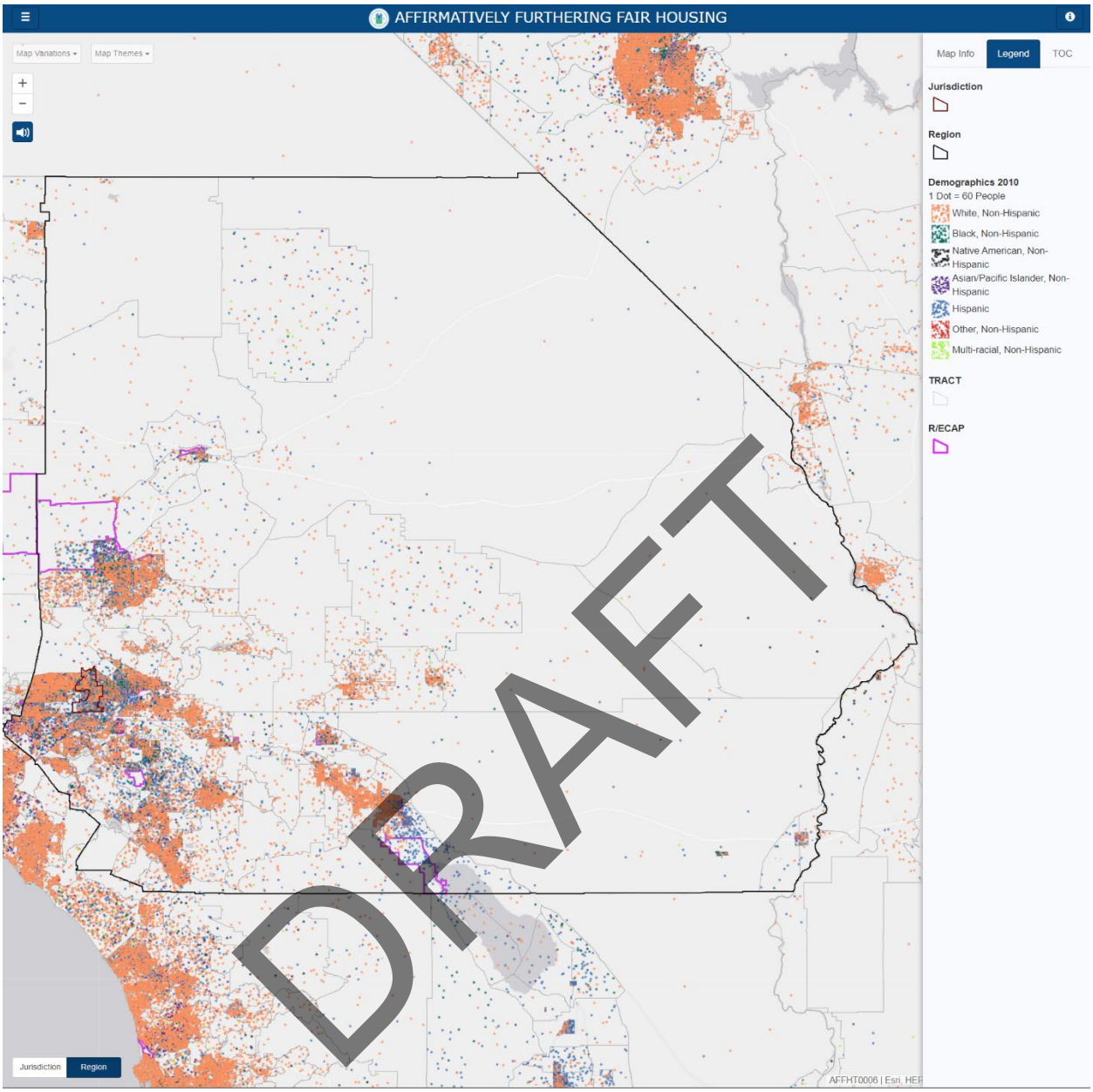
- Northwest Fontana, in the neighborhoods west of Sierra Avenue and north of the 210 Freeway, where diverse racial and ethnic groups reside, including Hispanic, Black, and AAPI residents.

In the broader region, areas with a high concentration of non-White residents include portions of San Bernardino, Rialto, and Colton, where Hispanic residents form the majority. There are also significant non-White populations in Ontario, Perris, and Moreno Valley, where Hispanic, Black, and Asian residents are more densely concentrated.

Map 2 – Race/Ethnicity in Fontana



Map 3 – Race/Ethnicity in the Region



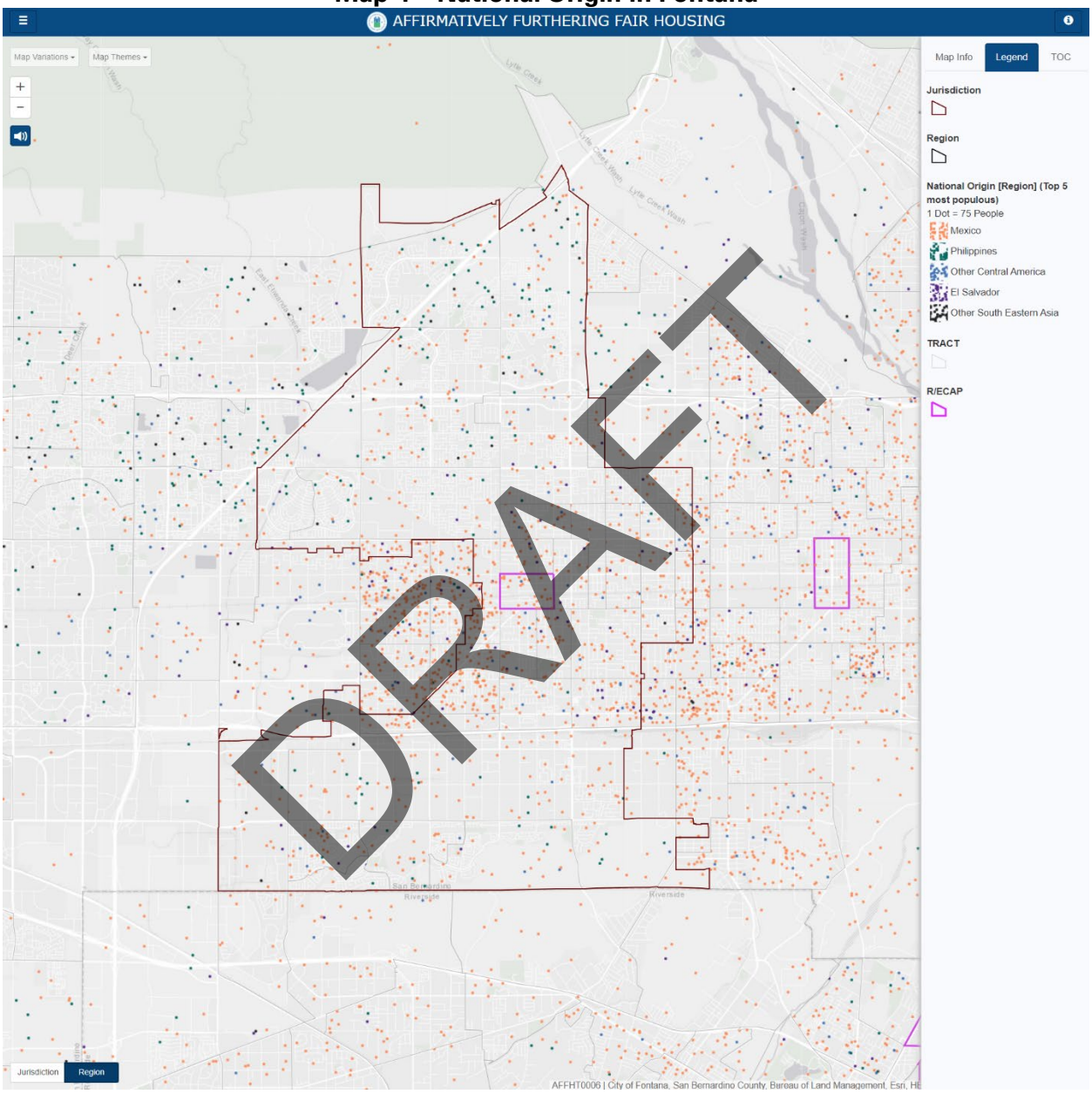
National Origin

Maps 4 and 5 show the distribution of foreign-born residents in Fontana and the region. Each dot represents 75 people, and countries of birth for the five most populous groups of foreign-born residents are indicated by dot color. The distribution of foreign-born residents shows notable concentrations of individuals from Mexico, the Philippines, and Central America. Within Fontana, Mexican-born residents are widely dispersed but have particularly high concentrations in central neighborhoods. Other foreign-born groups, including those from the Philippines, India, Vietnam, and Korea, are more commonly found in the southern, western, and northeastern portions of Fontana.

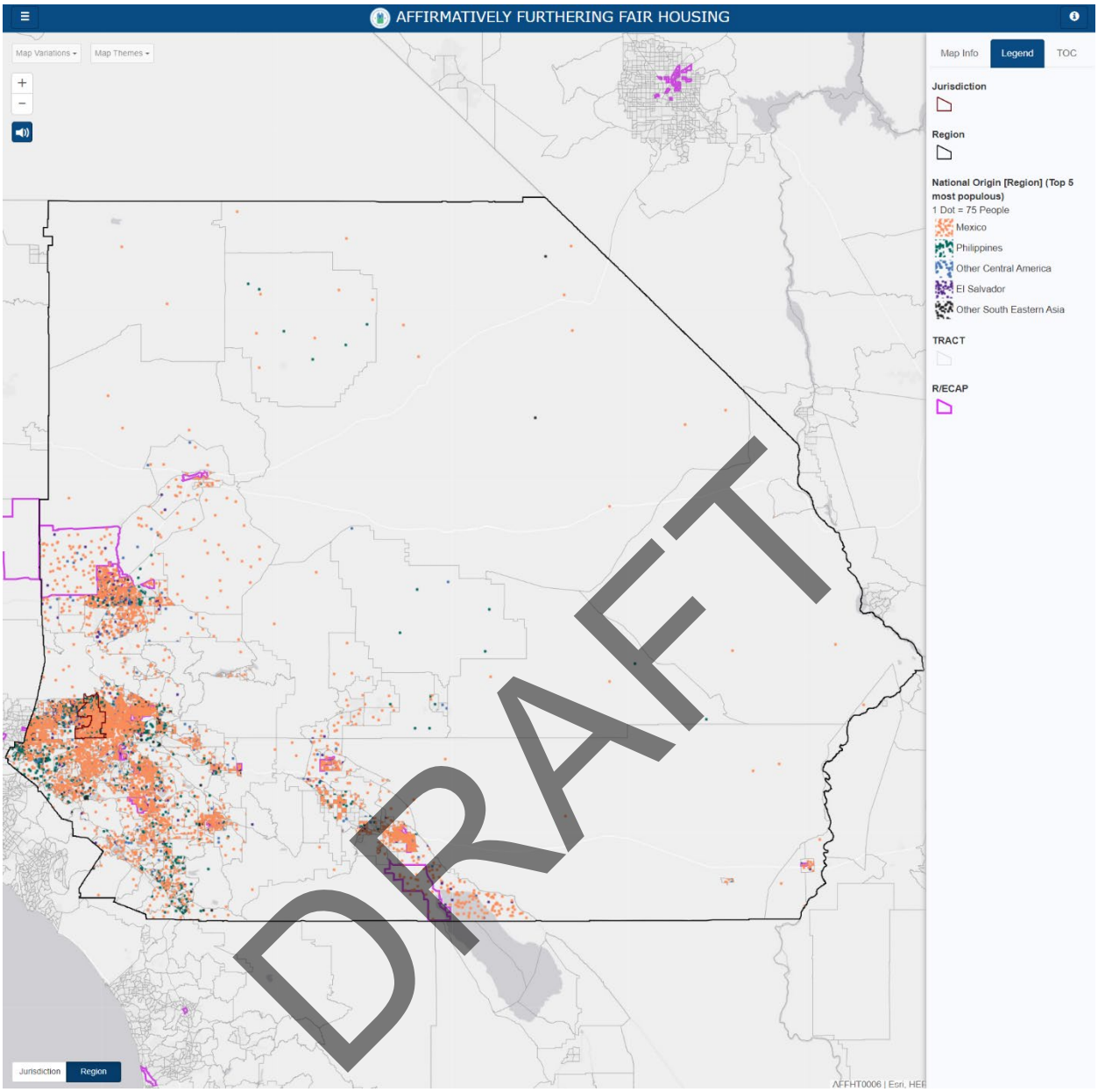
At the regional level, foreign-born populations are more varied, with large clusters of Mexican-born residents dominating multiple areas, particularly in urbanized and

agricultural regions. Filipino-born residents are more common in select suburban and economic corridors, while individuals from other countries have more dispersed settlement patterns. The presence of diverse national origin groups is more pronounced in metropolitan areas, where multiple foreign-born communities reside in close proximity.

Map 4 – National Origin in Fontana



Map 5 – National Origin in the Region



Limited English Proficiency (LEP)

According to the 2016–2020 American Community Survey (ACS) 5-year estimates, shown in the table below, Fontana has a significant number of Spanish-speaking LEP residents. Map 6 and 7, below the table, shows the distribution of LEP residents in Fontana and the region. Each dot represents 75 people. The colored dots represent languages spoken by individuals who speak English less than "very well," for the five most common languages spoken by LEP residents.

In Fontana, the highest concentrations of Spanish-speaking LEP residents are in the central neighborhoods. Other LEP groups, including Tagalog, Chinese, and Vietnamese speakers, are present in smaller numbers and are more likely to reside outside the central area.

Regionally, Spanish-speaking LEP residents are the predominant group, particularly in high-density areas with large foreign-born populations. Other LEP groups, including Tagalog and Chinese speakers, are concentrated in select suburban and urban neighborhoods. The overall pattern suggests that while Spanish-speaking LEP residents are widespread, other LEP groups have more localized distributions, often near community and economic hubs.

Table 6 – Language Spoken at Home

Fontana, California	Number	Percent
Population 5 years and over	**198,213**	**100**
English only	86,535	43.66%
Language other than English	111,678	56.34%
Speak English less than "very well"	35,710	18.02%
Spanish	98,627	49.76%
Speak English less than "very well"	30,879	15.58%
Other Indo-European languages	1899	0.96%
Speak English less than "very well"	484	0.24%
Asian and Pacific Islander languages	8,743	4.41%
Speak English less than "very well"	3593	1.81%
Other Languages	2409	1.22%
Speak English less than "very well"	754	0.38%

Source: U.S. Census Bureau, American Community Survey 2016-2020 5-Year Estimates

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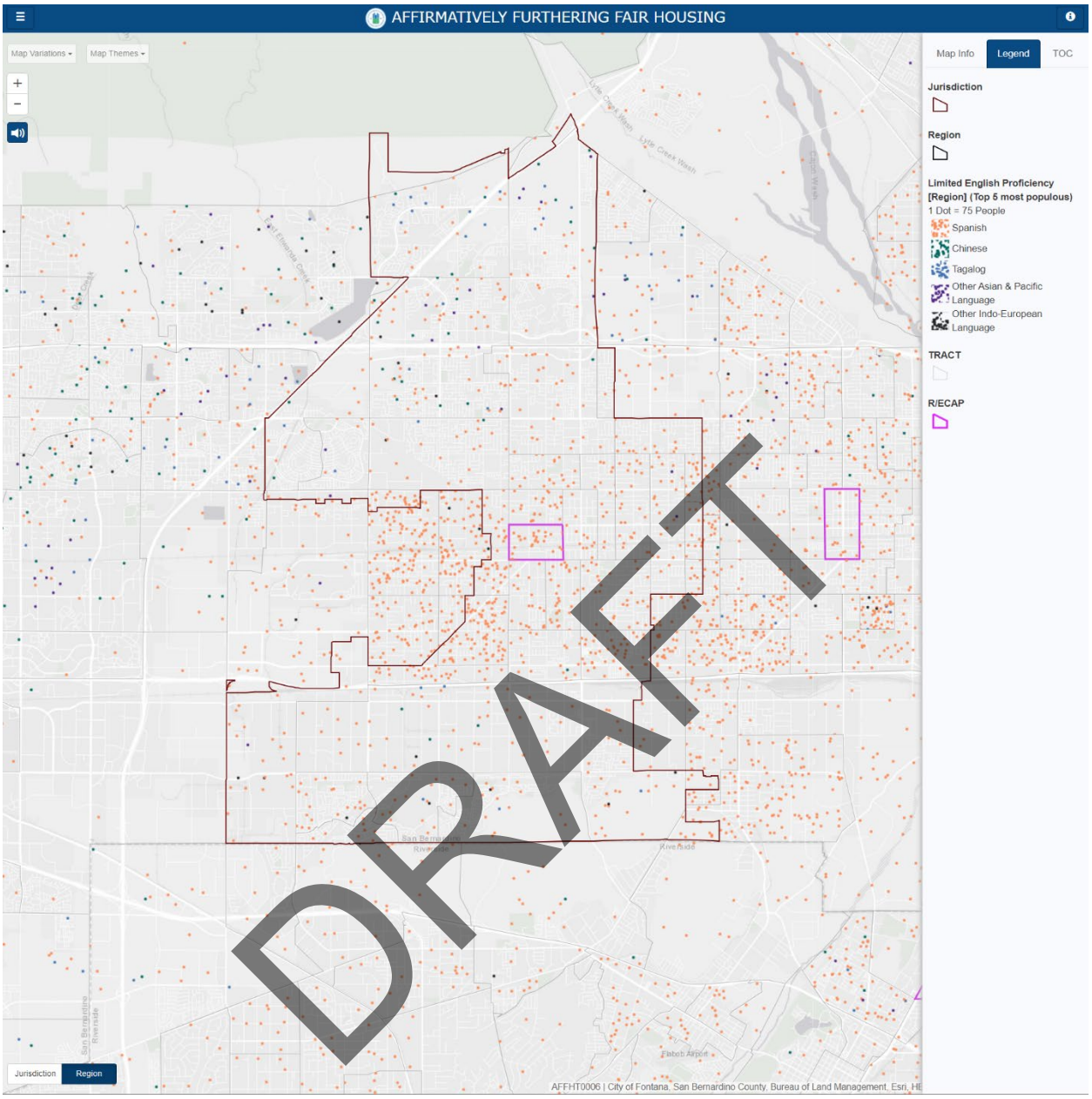
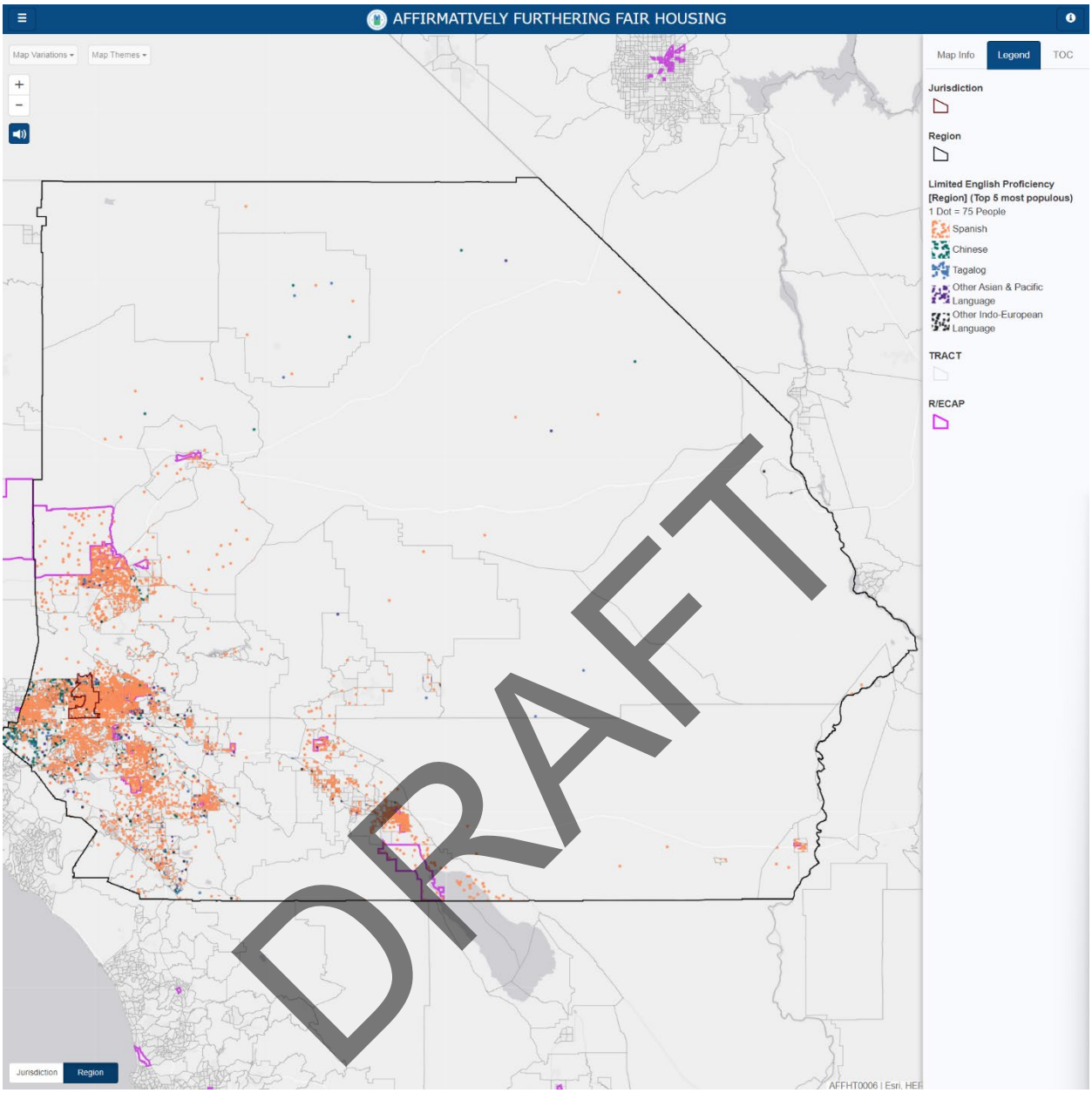
Map 6 – Limited English Proficiency in Fontana



Map 7 – Limited English Proficiency in the Region



Explain how these segregation levels and patterns in Fontana and region have changed over time (since 1990).

Maps 8- 10 show the distribution of various racial/ethnic groups in Fontana in 1990, 2000, and 2010. As with prior maps, each dot represents 75 people. The various racial/ethnic groups are represented by colored dots. These maps illustrate demographic shifts in Fontana and the surrounding region. In 1990, racial and ethnic groups were more evenly distributed throughout the city, with White, Non-Hispanic residents present in most neighborhoods alongside growing Hispanic populations. By 2000, Hispanic residents had expanded significantly, especially in areas south of Baseline Avenue and east of Sierra Avenue. By 2010, White, Non-Hispanic residents had become concentrated primarily in

northern and western Fontana, while Black and AAPI residents remained clustered in specific tracts, particularly in select suburban neighborhoods.

At the regional level, maps reveal increasing racial and ethnic concentration over time. In 1990, White, Non-Hispanic residents were more evenly distributed across the region, but by 2000 and 2010, cities such as San Bernardino, Ontario, and Riverside saw significant increases in Hispanic residents, while White, Non-Hispanic residents became more concentrated in suburban and rural tracts. Black residents remained clustered in urban neighborhoods, particularly in Rialto and portions of San Bernardino. AAPI residents increased but remained primarily in suburban areas, particularly in Rancho Cucamonga and Chino Hills.

These maps indicate a long-term trend toward increased racial and ethnic segregation, particularly as Hispanic residents have concentrated in specific geographic areas while White, Non-Hispanic populations have relocated to less diverse tracts. In 1990, Fontana and much of the region exhibited greater racial integration, but by 2010, the geographic separation of different racial and ethnic groups had become more pronounced. If these trends continue, the region may experience further segregation, with certain areas becoming increasingly homogeneous while others retain more mixed populations.

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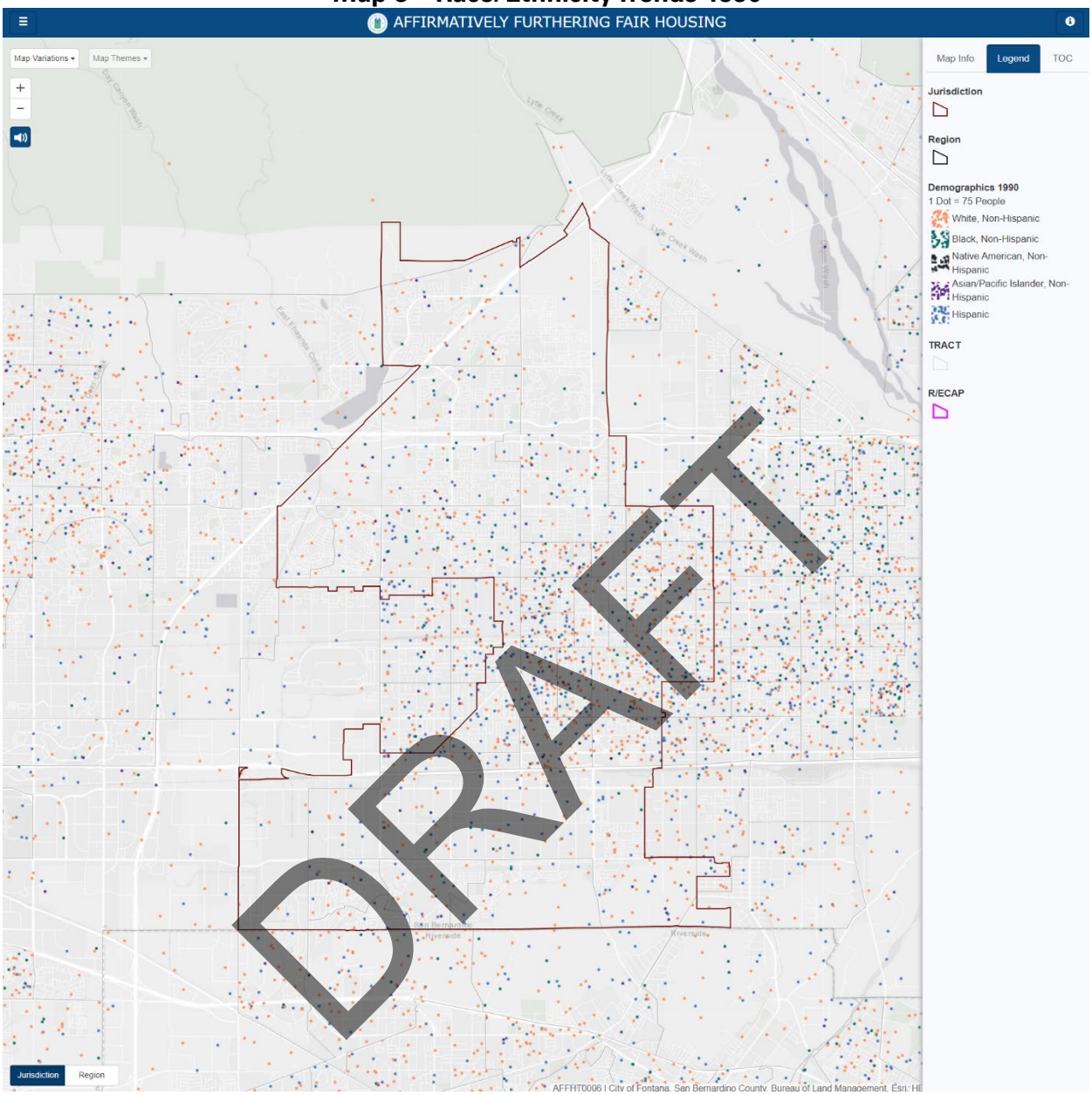
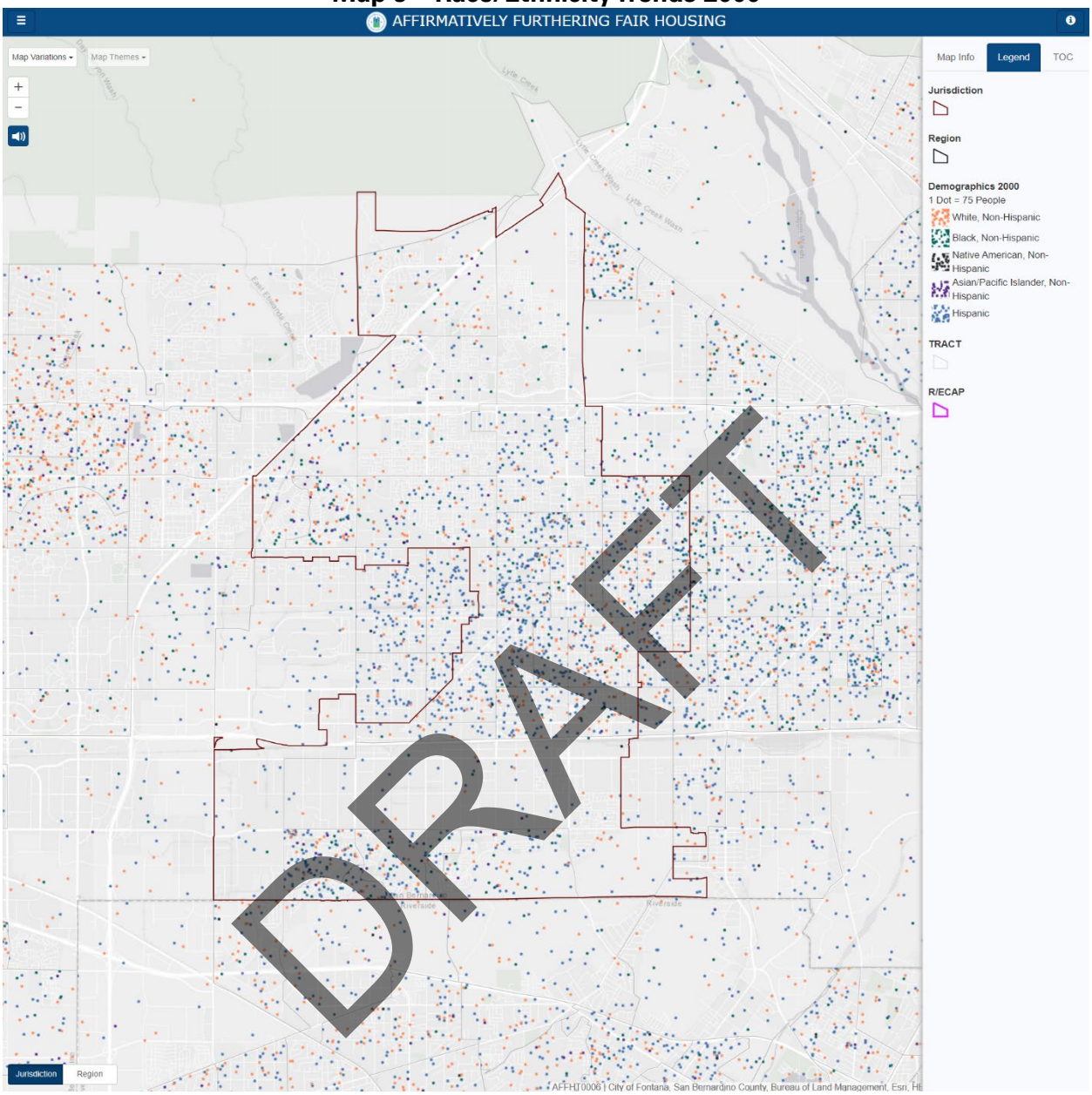
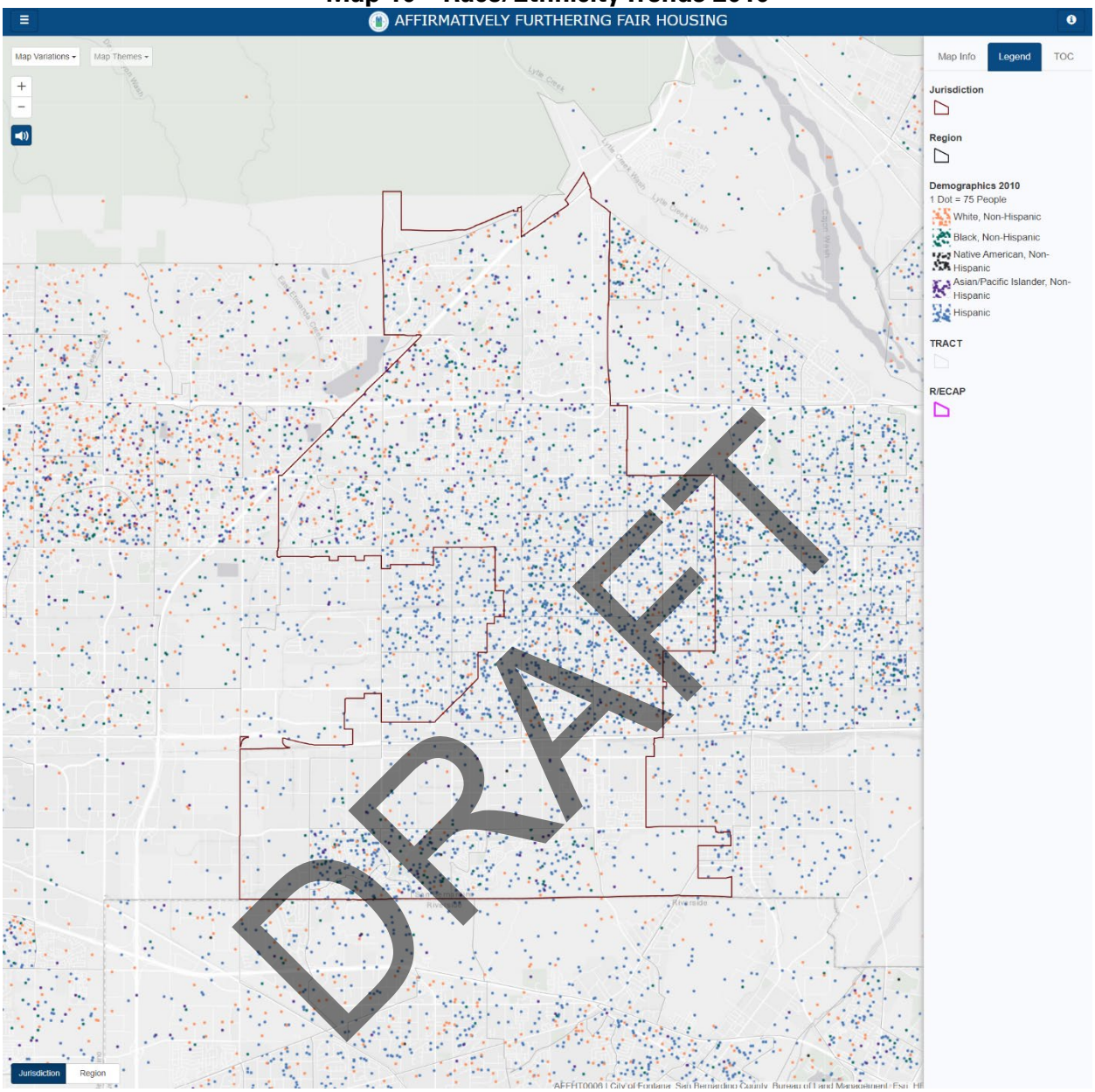
Map 8 – Race/Ethnicity Trends 1990



Map 9 – Race/Ethnicity Trends 2000



Map 10 – Race/Ethnicity Trends 2010



Compare the locations of publicly supported housing with the areas of concentration.

Map 11 exhibits the location of publicly supported housing in Fontana, as well as the distribution of various racial/ethnic groups. Each dot represents 75 people, and the various racial/ethnic groups are represented by colored dots. Based on the distribution of publicly supported housing and racial/ethnic demographics shown in the maps, publicly supported housing in Fontana is primarily located in Census Tracts exhibiting higher shares of Hispanic, Black, and Asian/Pacific Islander residents relative to surrounding areas.

The following tracts within the City of Fontana contain a notable presence of publicly supported assisted housing:

- **Census Tract 0030.00** – Located in the central part of Fontana, this tract contains Low-Income Housing Tax Credit (LIHTC) properties and a high concentration of HCV participants.
- **Census Tract 0028.04** – Located adjacent to tract 30.00 in central Fontana, this tract includes a Project-Based Section 8 and LIHTC development.
- **Census Tract 0033.01** – Located further south, this tract has multiple publicly supported housing developments.

These Census tracts illustrate that publicly supported housing is generally clustered in areas with existing racial/ethnic concentration, reinforcing patterns of segregation rather than fostering broader geographic integration across Fontana.

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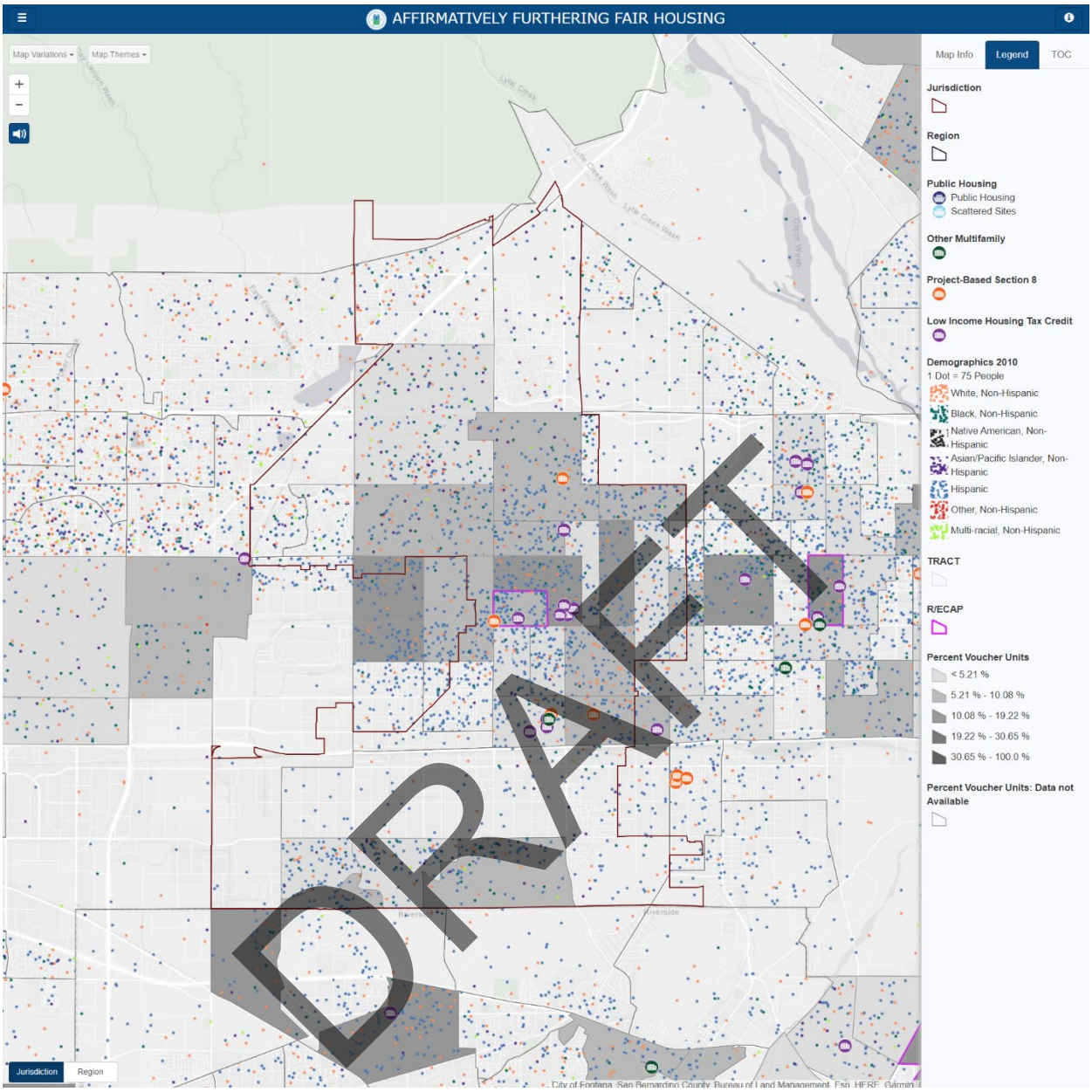
Map 11 - Publicly Supported Housing and Race/Ethnicity



Describe how the demographics of publicly supported housing compare to the demographics of areas where the housing is located.

Table 7 reports the racial/ethnic composition of different types of publicly supported housing, as well as the overall racial/ethnic composition of Fontana and the region, by income category. The table shows that the demographics of publicly supported housing in Fontana and region differ from the demographics of the areas where the housing is located.

Specifically, the data indicates the following:

- The share of Black households in the Housing Choice Voucher (HCV) Program is significantly higher than the share of Black households in Fontana overall, as well as the share of income-eligible Black households in Fontana. This pattern is also

observed in the region, where Black households are disproportionately represented in publicly supported housing relative to their overall population.

- The share of Hispanic households in Project-Based Section 8 housing is higher than their share in Fontana overall. In the region, Hispanic households also make up a significant portion of those in publicly supported housing, aligning with the racial/ethnic composition of the neighborhoods where these housing developments are located.
- The share of White households in publicly supported housing, particularly in the HCV Program, is lower than their share in Fontana overall, as well as their share among income-eligible households. This trend is reflected at the regional level, where White households are underrepresented in publicly supported housing relative to their presence in the population.
- The share of AAPI households in publicly supported housing, particularly in the HCV Program, is lower than their share in Fontana overall. This underrepresentation is also seen in the region, where AAPI households comprise a smaller portion of those in publicly supported housing compared to their overall presence in the region.

These patterns suggest that publicly supported housing in Fontana and region tends to be occupied by racial/ethnic groups that already have a higher concentration in the surrounding neighborhoods.

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Table 7 - Publicly Supported Households by Race/Ethnicity

	Race/Ethnicity							
(Fontana, CA CDBG) Jurisdiction	White		Black		Hispanic		Asian or Pacific Islander	
Housing Type	#	%	#	%	#	%	#	%
Public Housing	N/a	N/a	0	0.00%	N/a	N/a	N/a	N/a
Project-Based Section 8	99	28.21%	65	18.52%	160	45.58%	23	6.55%
Other Multifamily	23	37.70%	6	9.84%	25	40.98%	6	9.84%
HCV Program	89	10.39%	504	58.68%	252	29.34%	9	1.00%
Total Households	10,699	20.83%	5,368	10.45%	30,603	59.59%	3,519	6.85%
0-30% of AMI	755	14.50%	804	15.44%	3,339	64.11%	200	3.84%
0-50% of AMI	1,805	16.76%	1,129	10.48%	7,273	67.54%	370	3.44%
0-80% of AMI	3,115	16.39%	1,558	8.20%	13,223	69.57%	684	3.60%
(Riverside-San Bernardino-Ontario, CA) Region	White		Black		Hispanic		Asian or Pacific Islander	
Housing Type	#	%	#	%	#	%	#	%
Public Housing	44	30.14%	19	13.01%	62	42.47%	18	12.33%
Project-Based Section 8	1,140	21.83%	1,029	19.71%	2,555	48.94%	446	8.54%
Other Multifamily	660	30.08%	247	11.26%	840	38.29%	432	19.69%
HCV Program	4,569	23.81%	8,401	43.78%	5,603	29.20%	500	2.61%
Total Households	602,650	45.50%	100,005	7.55%	509,940	38.50%	81,445	6.15%
0-30% of AMI	61,605	36.31%	20,925	12.33%	73,610	43.38%	8,775	5.17%
0-50% of AMI	122,950	37.18%	33,145	10.02%	150,960	45.65%	15,335	4.64%
0-80% of AMI	210,405	37.95%	49,115	8.86%	255,770	46.13%	25,935	4.68%

Note 1: Data Sources: Decennial Census; APSH; CHAS

Note 2: Numbers presented are numbers of households not individuals.

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

Describe the public or private policies or practices, demographic shifts, economic trends, or other factors that may have caused or contributed to the patterns described above (including siting decisions of private or publicly supported housing or the location of residents using Housing Choice Vouchers).

Like many cities in the region, patterns of racial/ethnic segregation and disparities in publicly supported housing can be traced to historical policies, economic trends, and demographic shifts. The persistence of these trends is influenced by several key factors:

- Historical Land Use and Zoning Regulations: Zoning policies have historically limited the development of multifamily and affordable housing in certain areas, reinforcing segregation patterns. While some zoning restrictions have been revised to accommodate higher-density development, the legacy of exclusionary zoning remains visible in the spatial distribution of racial/ethnic groups and publicly supported housing.
- Siting Decisions for Publicly Supported Housing: The placement of publicly supported housing developments, such as Project-Based Section 8 and Low-Income Housing Tax Credit properties, has concentrated lower-income and minority households in specific areas. These developments are often located in neighborhoods that have historically had higher shares of non-White residents, reinforcing patterns of racial and economic segregation.
- Economic Barriers to Housing Choice: The high cost of homeownership and rental housing remains a significant barrier for low-income households seeking to live in higher-opportunity areas. Rising housing costs, driven by demand, land values, and construction expenses, have constrained mobility for low-income households, leading to the concentration of Housing Choice Voucher (HCV) holders in areas with lower housing costs.
- Demographic Shifts and Migration Patterns: Over the past several decades, the region has experienced significant population growth, with Hispanic and Asian households comprising a larger share of new residents. As White households have moved to newer, more suburban developments, minority populations have become more concentrated in central and older neighborhoods where affordable housing options are more prevalent.
- Private Market and Lending Practices: Historic and ongoing disparities in mortgage lending and credit access have limited homeownership opportunities for minority households. While fair housing laws have reduced overt discrimination, disparities in credit availability, income levels, and wealth accumulation continue to influence housing outcomes, affecting where households can afford to live.
- Transportation and Employment Centers: The distribution of housing affordability aligns with the location of major employment centers and transit access. Lower-cost housing and publicly supported housing developments are often situated near industrial or commercial employment hubs, reinforcing economic segregation.

These factors collectively shape the housing patterns observed in Fontana and region, reinforcing longstanding disparities in access to housing opportunities and economic mobility.

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

Identify any R/ECAPs or groupings of R/ECAP tracts within Fontana and region.

HUD defines racially or ethnically concentrated areas of poverty (R/ECAPs) as Census Tracts that meet both of the following criteria:

- A non-White population of 50% or more, and
- A poverty rate that exceeds 40% or a poverty rate that is three or more times the average tract poverty rate for the metropolitan area, whichever threshold is lower.

As shown on Map 2, above, Fontana contains one R/ECAP Census Tract in the central part of the city. This tract is predominantly Hispanic and has a high concentration of foreign-born residents of Mexican origin, and Spanish-speaking LEP individuals.

In the region, there are various R/ECAPs, which are concentrated in the following areas:

- Western Urban Core: This area contains a mix of high-density rental housing, older single-family homes, and publicly supported housing. The population is predominantly Hispanic, and economic hardship is widespread.
- South-Central Corridor: This corridor runs through multiple cities and has a high proportion of non-White residents living in poverty. The area includes major transportation routes, older industrial zones, and large multi-family housing developments.
- Eastern Edge of the Region: This area includes agricultural and semi-rural communities with significant Hispanic populations and limited economic opportunities. Poverty rates here are among the highest in the region, and the availability of affordable housing is a major challenge.

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Describe and identify the predominant protected classes residing in R/ECAPs in Fontana and region, and describe how the demographics of the R/ECAPs compare with the demographics of Fontana and region.

Table 8 – R/ECAP Demographics shows the demographic composition of R/ECAPs in Fontana and the region. The predominant protected classes residing in R/ECAPs within Fontana and the greater region are Hispanic residents, families with children, and individuals of Mexican national origin. In Fontana, Hispanic residents make up 85.55% of the total population in R/ECAPs, significantly higher than their 68.49% share of Fontana's overall population. Similarly, in the region, Hispanic residents account for 63.30% of the R/ECAP population, compared to their 51.46% share of the total regional population.

Black, non-Hispanic residents are also overrepresented in R/ECAPs compared to their share of the overall population. In Fontana, Black residents constitute 8.33% of the R/ECAP population, slightly higher than their 7.99% share of Fontana's total population. In the region, Black residents make up 12.02% of the R/ECAP population, almost double their 6.84% representation in the total regional population.

Families with children are another predominant group in R/ECAPs. In Fontana, 76.56% of families in R/ECAPs have children, significantly higher than the 44.89% of families with children in Fontana overall. Similarly, in the region, 61.94% of families in R/ECAPs have children, compared to 33.55% of families with children in the broader region.

Regarding national origin, individuals of Mexican origin are the most prevalent group in R/ECAPs. In Fontana, 34.74% of the R/ECAP population is of Mexican origin, compared to 16.99% of Fontana's total population. In the region, 20.18% of the R/ECAP population is of Mexican origin, compared to 12.08% of the total regional population. Other groups present in R/ECAPs include individuals from Central America, the Philippines, and Vietnam, though they constitute smaller shares of the population.

Overall, R/ECAPs in both Fontana and the region have disproportionately high concentrations of Hispanic residents, families with children, and individuals of Mexican origin compared to their respective broader populations. These patterns suggest that racial/ethnic segregation and economic disparities persist, particularly among Hispanic and Black residents and households with children.

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Table 8 – R/ECAP Demographics

	(Fontana, CA CDBG) Jurisdiction			(Riverside-San Bernardino-Ontario, CA) Region		
R/ECAP Race/Ethnicity		#	%		#	%
Total Population in R/ECAPs		5,417	-		209,235	-
White, Non-Hispanic		228	4.21%		35,928	17.17%
Black, Non-Hispanic		451	8.33%		25,140	12.02%
Hispanic		4,634	85.55%		132,437	63.30%
Asian or Pacific Islander, Non-Hispanic		55	1.02%		10,225	4.89%
Native American, Non-Hispanic		8	0.15%		1,057	0.51%
Other, Non-Hispanic		5	0.09%		390	0.19%
R/ECAP Family Type						
Total Families in R/ECAPs		1,122	-		41,495	-
Families with children		859	76.56%		25,702	61.94%
R/ECAP National Origin						
Total Population in R/ECAPs		5,417	-		209,235	-
#1 country of origin	Mexico	1,882	34.74%	Mexico	42,229	20.18%
#2 country of origin	Other Central America	111	2.05%	Other Central America	2,440	1.17%
#3 country of origin	Philippines	40	0.74%	El Salvador	1,975	0.94%
#4 country of origin	Vietnam	22	0.41%	Philippines	1,150	0.55%
#5 country of origin	Colombia	14	0.26%	Other South Eastern Asia	990	0.47%
#6 country of origin	Other South America	8	0.15%	China excl. Taiwan	837	0.40%
#7 country of origin	Western Africa	6	0.11%	Vietnam	701	0.34%
#8 country of origin	NULL	0	0.00%	Other Western Asia	529	0.25%
#9 country of origin	NULL	0	0.00%	Canada	502	0.24%
#10 country of origin	NULL	0	0.00%	Other South Central Asia	466	0.22%

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

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

As shown on Maps 8-10 (Race/Ethnicity Trends 1990, 200, and 2010), there were no R/ECAPs in Fontana between 1990-2010.

Regionally, R/ECAPs were initially concentrated in urban cores such as San Bernardino and Riverside in 1990. By 2000, they expanded into eastern and southern portions of the region, particularly where Hispanic populations had increased significantly. In 2010, this trend continued, with San Bernardino, Ontario, and parts of Riverside County displaying persistent patterns of racial and ethnic concentration and poverty. Today, R/ECAPs remain in these urban centers, with additional expansion into suburban areas. The highest concentrations of Hispanic residents are in areas that overlap with R/ECAPs, highlighting a strong correlation between racial composition and economic disparity.

Over time, both Fontana and the region have seen an increase in R/ECAPs, with economic and racial segregation becoming more deeply entrenched. The presence of publicly supported housing and Housing Choice Voucher recipients in these areas reinforces these patterns. The persistence of these trends suggests that historical racial segregation and economic disparities continue to shape the housing landscape, limiting access to economic opportunities and resources for those living in these areas.

Describe how R/ECAPs align with the location of publicly supported housing.

The maps indicate that R/ECAPs and publicly supported housing significantly overlap within Fontana, and the same is true for the region. Most publicly supported housing developments, including Project-Based Section 8 and Low-Income Housing Tax Credit (LIHTC) properties, are located within or adjacent to R/ECAP areas. The highest concentrations of HCV-assisted households also align with these areas, reinforcing a pattern where subsidized housing is predominantly situated in neighborhoods with a higher proportion of low-income and non-White residents. This suggests that residents of publicly supported housing face limited access to areas with lower poverty rates and more economic opportunities, reinforcing existing patterns of segregation. The alignment between R/ECAPs and publicly supported housing locations indicates that affordable housing developments have historically been sited in areas that already have high levels of racial/ethnic and economic segregation, rather than being distributed throughout Fontana and region.

Compare the demographic composition of occupants of publicly supported housing in R/ECAPS to the demographic composition of occupants of publicly supported housing outside of R/ECAPs.

Table 9 shows the demographics of publicly supported housing units inside and outside of R/ECAPs in Fontana. The table shows that publicly supported housing in Fontana's R/ECAP is predominantly occupied by Black and Hispanic households, while publicly supported housing outside of R/ECAPs has a more diverse demographic composition with higher proportions of White and AAPI residents.

In Project-Based Section 8 housing within R/ECAPs, 63.83% of residents are Hispanic, compared to 42.76% in non-R/ECAP areas. The Black population in these units is also higher in R/ECAPs at 31.91% compared to 16.45% outside of R/ECAPs. Conversely, White residents comprise only 2.13% of Section 8 housing in R/ECAPs, whereas they represent 32.24% of

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residents in non-R/ECAP areas. The AAPI population represent 2.13% of residents within R/ECAPs, and 7.24% of residents outside of them.

The Housing Choice Voucher (HCV) Program also reflects these patterns, with 64.41% of HCV households in R/ECAPs identifying as Black, compared to 58.37% in non-R/ECAPs. Hispanic households make up a slightly higher share in R/ECAPs at 32.20% compared to 29.11% outside of R/ECAPs, while White representation is lower in R/ECAPs at 3.39% versus 10.80% outside of these areas. AAPI representation within R/ECAPs is nonexistent and is 1.07% outside of them.

Regarding family composition, Project-Based Section 8 housing in R/ECAPs has a much higher share of families with children (63.83%) than non-R/ECAP units (12.17%). However, the HCV program in R/ECAPs has a lower proportion of families with children (42.37%) compared to non-R/ECAP areas (46.80%). Elderly residents make up a small share of R/ECAP Section 8 housing (8.51%) compared to a much larger share (77.96%) outside of R/ECAPs, and they make up 22.03% of R/ECAP HCV-assisted residents compared to 31.96% outside of them. This suggests that publicly supported housing outside of R/ECAPs may serve a larger senior population.

Disability representation follows a similar trend, with non-R/ECAP Section 8 housing having a higher percentage of occupants with disabilities (11.48%) compared to 3.42% in R/ECAPs. The HCV program also has a higher disability rate in non-R/ECAP areas (28.65%) than in R/ECAPs (24.22%).

Overall, publicly supported housing in R/ECAPs is characterized by a higher concentration of Black and Hispanic residents, more families with children, and fewer elderly and disabled residents compared to non-R/ECAP publicly supported housing. These differences suggest that publicly supported housing outside of R/ECAPs may offer greater access to resources and amenities that attract elderly and White residents, while R/ECAP housing continues to serve predominantly minority and lower-income family populations.

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Table 9 - R/ECAP and Non-R/ECAP Demographics by Publicly Supported Housing Program Category

(Fontana, CA CDBG) Jurisdiction	Total # units (occupied)	% White	% Black	% Hispanic	% Asian or Pacific Islander	% Families with children	% Elderly	% with a disability
Public Housing								
R/ECAP tracts	N/a	N/a	0.00%	N/a	N/a	N/a	N/a	N/a
Non R/ECAP tracts	N/a	N/a	0.00%	N/a	N/a	N/a	N/a	N/a
Project-based Section 8								
R/ECAP tracts	48	2.13%	31.91%	63.83%	2.13%	63.83%	8.51%	3.42%
Non R/ECAP tracts	301	32.24%	16.45%	42.76%	7.24%	12.17%	77.96%	11.48%
Other Multifamily								
R/ECAP tracts	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Non R/ECAP tracts	59	37.70%	9.84%	40.98%	9.84%	N/a	100.00%	2.82%
HCV Program								
R/ECAP tracts	56	3.39%	64.41%	32.20%	0.00%	42.37%	22.03%	24.22%
Non R/ECAP tracts	755	10.80%	58.37%	29.11%	1.07%	46.80%	31.96%	28.65%

Note 1: Disability information is often reported for heads of household or spouse/co-head only. Here, the data reflect information on all members of the household.
Note 2: Data Sources: APSH

Describe the public or private policies or practices, demographic shifts, economic trends, or other factors that may have caused or contributed to the patterns described above.

Historical zoning and land use policies have contributed significantly to patterns of segregation and concentrated poverty. Exclusionary zoning laws have limited the development of multifamily and affordable housing in certain areas, reinforcing racial and economic segregation. These restrictions have historically prevented lower-income households, particularly communities of color, from accessing housing in wealthier or better-resourced neighborhoods. Additionally, redlining and discriminatory lending practices made it difficult for minority families to secure home loans, leading to a long-term disparity in homeownership and wealth accumulation. While many of these practices have been outlawed, their lasting effects continue to shape the geography of race and poverty.

Economic factors have also played a critical role in reinforcing these patterns. Rising housing costs, stagnant wages, and limited access to credit have disproportionately affected low-income and minority households. Many working-class families, particularly Hispanic and Black households, remain concentrated in areas with lower housing costs but fewer economic opportunities. Publicly supported housing has often been placed in these same areas rather than being distributed more evenly across Fontana, further entrenching segregation. The location of job centers and transportation infrastructure also influences where people live, with lower-income families often having to choose between affordable housing and proximity to employment.

Immigrant communities tend to cluster in areas with established cultural and social networks, often in lower-cost housing markets. At the same time, gentrification and redevelopment in certain areas have displaced lower-income residents, pushing them into more affordable but often segregated neighborhoods.

D. Disparities in Access to Opportunity

1. Education

Describe any disparities in access to proficient schools based on race/ethnicity, national origin, and family status.

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Table 10, below, includes a School Proficiency Index that assesses the proximity of various racial/ethnic groups to neighborhoods with high-performing schools. The school proficiency index is based on school-level data from 4th grade state exam performance, ranging from 0 to 100, with higher scores indicating closer proximity to high-performing schools.

Access to high-performing schools varies significantly by race and ethnicity in the city of Fontana. Hispanic residents have the lowest school proficiency index (23.28), while AAPI residents have the highest (46.60). White and Black residents have similar index values (36.95 and 38.93, respectively), while Native American residents have a slightly lower score (28.26). Residents below the Federal Poverty Level (FPL) generally have less access, with Hispanic residents facing the greatest disadvantage (16.61), while AAPI residents still maintain the highest score (36.45). Black residents below the FPL experience a notable drop in access compared to their non-poverty counterparts.

Compared to the region, the City of Fontana has generally lower access to proficient schools across all racial and ethnic groups. The regional school proficiency index is higher for all groups, with Hispanic residents having the lowest score (33.26) and AAPI residents having the highest (51.51). While disparities exist in both the city of Fontana and the region, residents in the city of Fontana—particularly those below the poverty line—have reduced access to high-performing schools, indicating a greater concentration of low-performing schools in their neighborhoods.

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Table 10 – Opportunity Indicators by Race/Ethnicity

(Fontana, CA CDBG) Jurisdiction	Low Poverty Index	School Proficiency Index	Labor Market Index	Transit Index	Low Transportation Cost Index	Jobs Proximity Index	Environmental Health Index
Total Population							
White, Non-Hispanic	55.81	36.95	32.48	57.00	39.08	46.04	26.51
Black, Non-Hispanic	59.83	38.93	33.83	57.30	37.59	47.27	26.50
Hispanic	42.24	23.78	22.52	61.13	44.03	47.69	23.39
Asian or Pacific Islander, Non-Hispanic	67.72	46.60	39.53	54.17	33.83	48.47	27.66
Native American, Non-Hispanic	47.90	28.26	25.99	59.68	41.76	49.12	23.29
Population below federal poverty line							
White, Non-Hispanic	41.53	24.92	23.84	61.57	45.39	46.43	23.53
Black, Non-Hispanic	43.66	21.12	25.39	61.77	43.96	51.83	21.87
Hispanic	30.58	16.61	17.59	64.22	49.13	44.75	23.13
Asian or Pacific Islander, Non-Hispanic	56.77	36.45	33.71	61.08	42.01	51.54	23.08
Native American, Non-Hispanic	36.52	10.34	13.15	66.68	47.68	66.83	14.63
(Riverside-San Bernardino-Ontario, CA) Region							
Total Population							
White, Non-Hispanic	50.83	46.43	33.94	48.57	42.13	45.92	48.02
Black, Non-Hispanic	41.38	35.44	26.46	53.65	45.13	45.67	38.89
Hispanic	36.39	33.26	24.37	55.76	46.31	46.90	37.84
Asian or Pacific Islander, Non-Hispanic	58.83	51.51	42.31	55.92	42.65	53.56	35.12
Native American, Non-Hispanic	39.48	35.90	24.58	47.70	43.26	43.36	49.90
Population below federal poverty line							
White, Non-Hispanic	37.75	37.30	25.07	48.70	45.70	43.28	51.53
Black, Non-Hispanic	26.43	25.68	16.85	53.16	48.28	41.83	42.21
Hispanic	24.29	26.74	16.85	57.51	49.70	45.50	39.29
Asian or Pacific Islander, Non-Hispanic	41.94	35.76	29.56	58.72	49.53	57.38	34.87
Native American, Non-Hispanic	29.25	30.43	19.72	50.03	46.34	44.62	44.78

Note 1: Data Sources: Decennial Census; ACS; Great Schools; Common Core of Data; SABINS; LAI; LEHD; NATA

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

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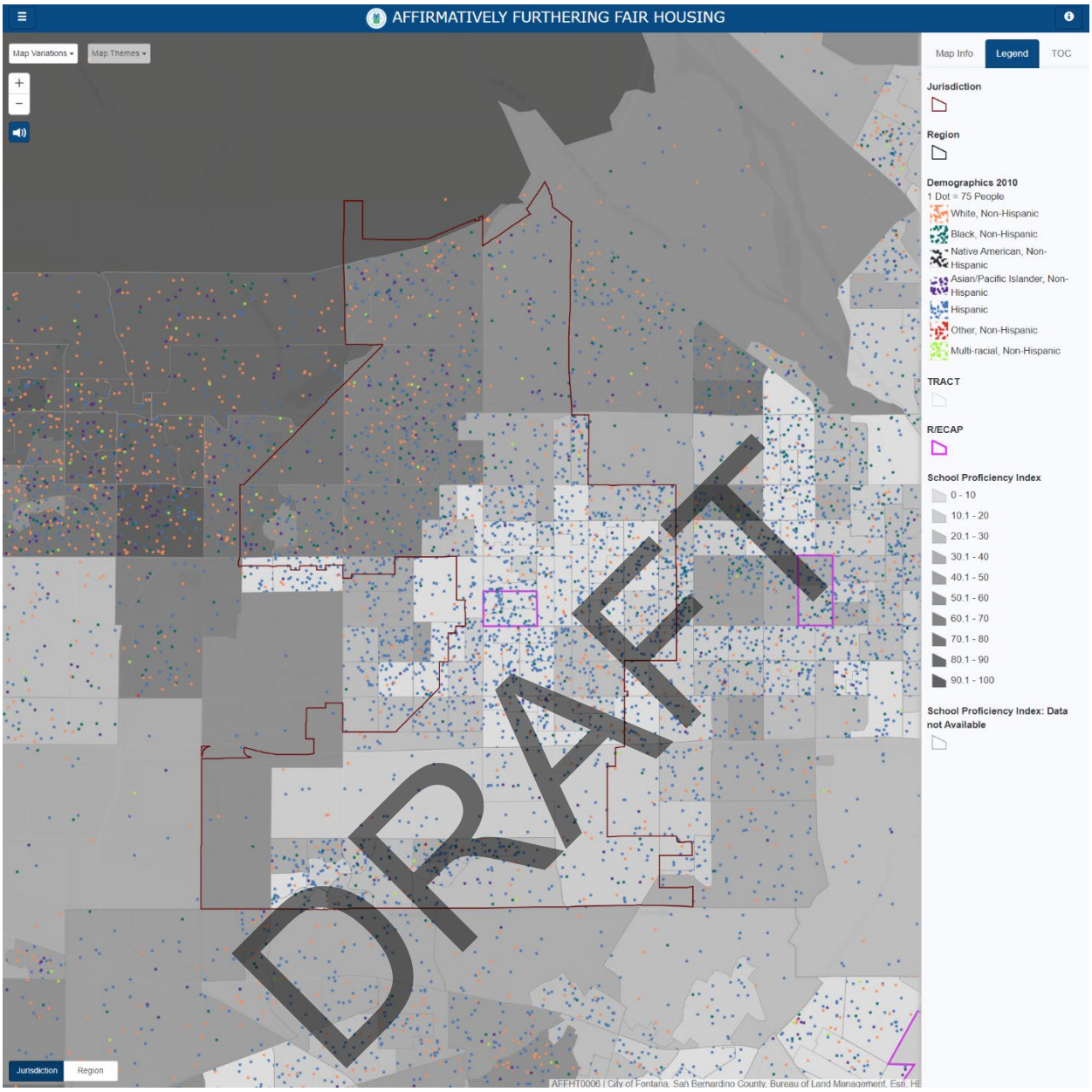
Describe the relationship between the residency patterns of racial/ethnic, national origin, and family status groups and their proximity to proficient schools.

Map 12- 14 show the School Proficiency Index and population distribution by race/ethnicity, national origin, and family type. The maps are shaded according to school proximity index values. The darker shaded areas are those with higher index values, indicating the presence of higher performing schools in those areas.

The maps reveal that areas with the lowest school proficiency index values are primarily located in the central and southern portions of the city of Fontana, which have higher concentrations of Hispanic and Black residents, as well as foreign-born residents from Mexico and Central America. In contrast, neighborhoods with higher school proficiency index values are generally located in the northern and western parts of the city of Fontana, where a higher proportion of White and Asian residents reside.

Overall, the maps indicate a correlation between residency patterns and access to proficient schools. Areas with the darkest shading, which signify the best access to high-performing schools, are more commonly found in neighborhoods with a greater presence of White and Asian residents. Meanwhile, Hispanic and Black residents, along with foreign-born individuals from Mexico and Central America, are more likely to reside in areas with lower school proficiency index values.

Map 12 – Demographics and School Proficiency by Race/Ethnicity


AFFIRMATIVELY FURTHERING FAIR HOUSING
Map Variations
Map Themes
Map Info
Legend
TOC
Jurisdiction
Region
Demographics 2010
1 Dot = 75 People
White, Non-Hispanic
Black, Non-Hispanic
Native American, Non-Hispanic
Asian/Pacific Islander, Non-Hispanic
Hispanic
Other, Non-Hispanic
Multi-racial, Non-Hispanic
TRACT
R/ECAP
School Proficiency Index
0 - 10
10.1 - 20
20.1 - 30
30.1 - 40
40.1 - 50
50.1 - 60
60.1 - 70
70.1 - 80
80.1 - 90
90.1 - 100
School Proficiency Index: Data not Available
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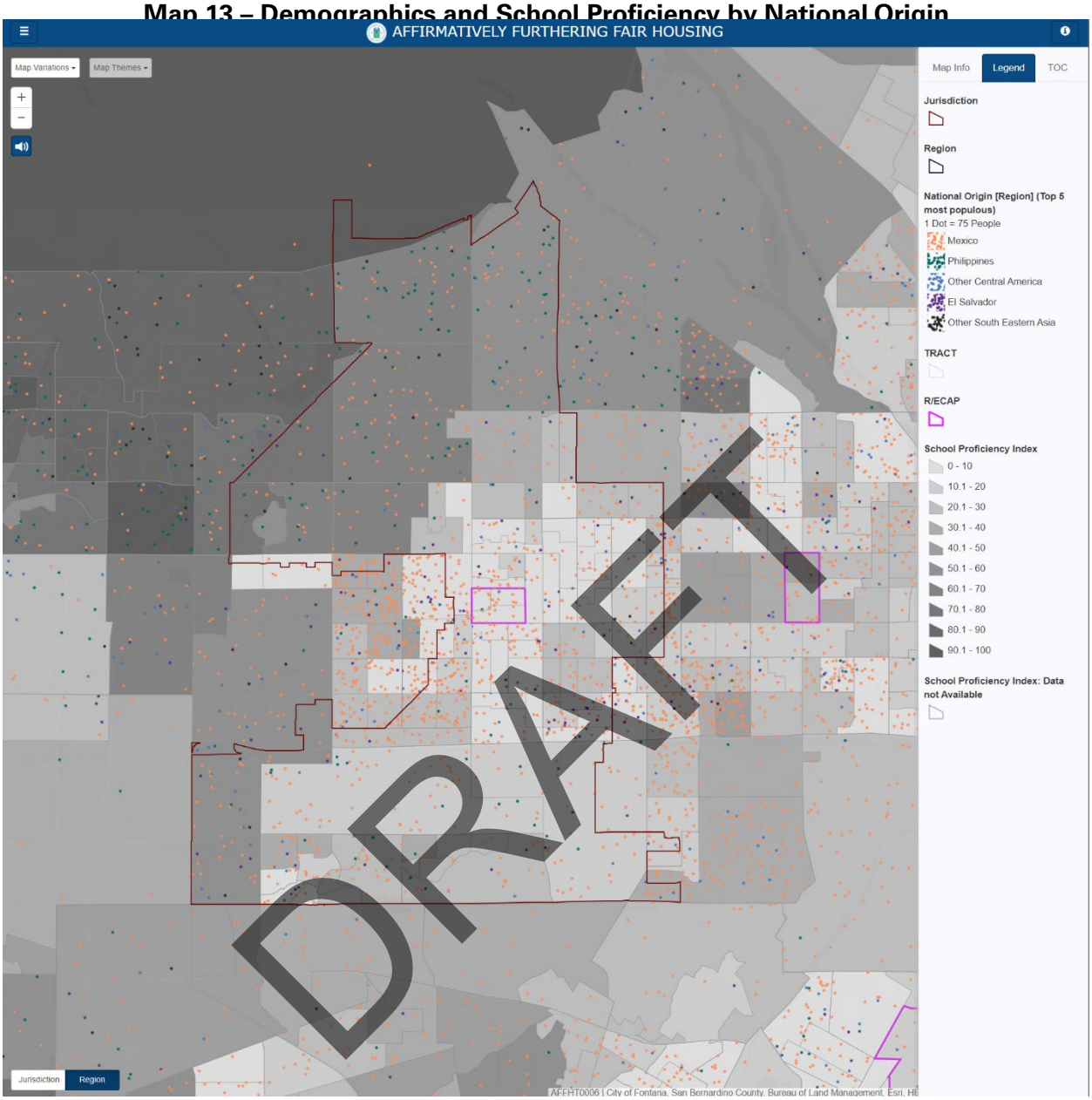
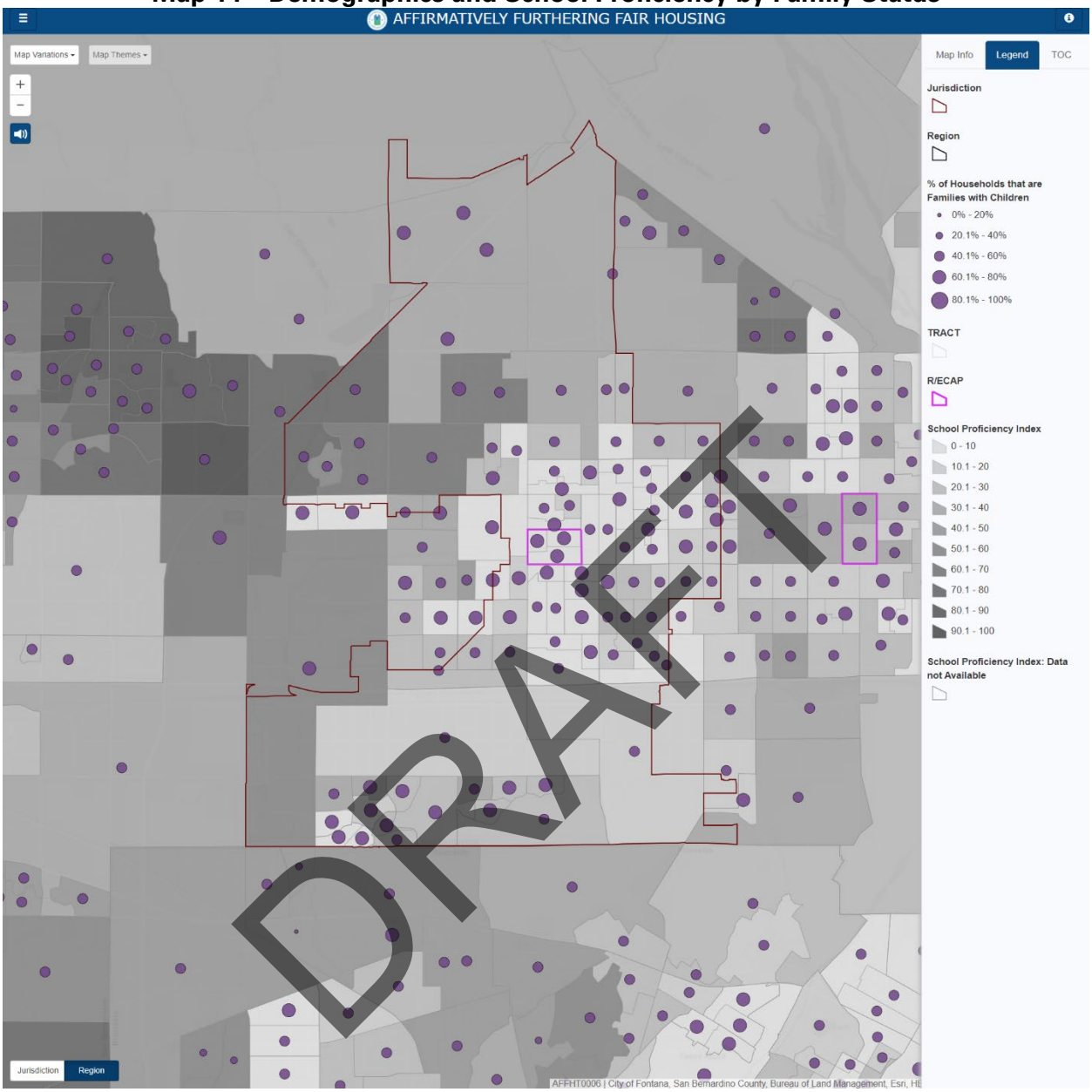
Jurisdiction
Region
AFFHT0006 | City of Fontana, San Bernardino County, Bureau of Land Management, Esri, HE

Map 13 – Demographics and School Proficiency by National Origin



Map 14 – Demographics and School Proficiency by Family Status



2. Employment

Describe any disparities in access to jobs and labor markets by protected class groups.

Table 10 includes a Jobs Proximity Index, which measures the physical distance between where residents of different races/ethnicities live and the location of jobs. A higher index value indicates better access to employment opportunities. In the city of Fontana, Native American residents have the highest index value (49.12), suggesting they reside closest to employment centers. Hispanic residents also have relatively high proximity (47.69), while

AAPI, Black, and White residents have slightly lower index values (48.47, 47.27, and 46.04, respectively).

Across racial/ethnic groups, residents living below the Federal Poverty Level (FPL) generally live in closer proximity to job centers than the overall population. Native American residents below the FPL have the highest index value (66.83), indicating better access to employment opportunities, while Hispanic residents below the FPL have the lowest (44.75), suggesting a greater distance from job centers. Black residents below the FPL experience an increase in proximity compared to their overall population, with an index of 51.83.

Table 10 also includes a Labor Market Index, which measures the unemployment rate, labor force participation rate, and percentage of the population aged 25 and above with at least a bachelor's degree. A higher index value indicates that residents live in a neighborhood with stronger labor market conditions. In the city of Fontana, Hispanic residents have the lowest Labor Market Index (22.52), while AAPI residents have the highest (39.53). White and Black residents have slightly higher index values (32.48 and 33.83, respectively), with Native American residents at 25.99.

Residents below the FPL tend to have lower Labor Market Index values across all racial/ethnic groups. Hispanic residents below the FPL have the second lowest value (17.59), while Native American residents have the most significant disparity, with a value of 13.15. Black and White residents below the FPL experience smaller declines compared to their overall populations, with values of 25.39 and 23.84, respectively.

Compared to the region, the city of Fontana generally has lower Labor Market Index values, indicating fewer opportunities for high labor force participation and human capital. The region's highest index value belongs to AAPI residents (42.31), while Hispanic residents have the lowest (24.37). The disparities in labor market access are more pronounced for those living below the FPL, particularly among Hispanic and Native American residents, who are least likely to live in areas with strong labor markets.

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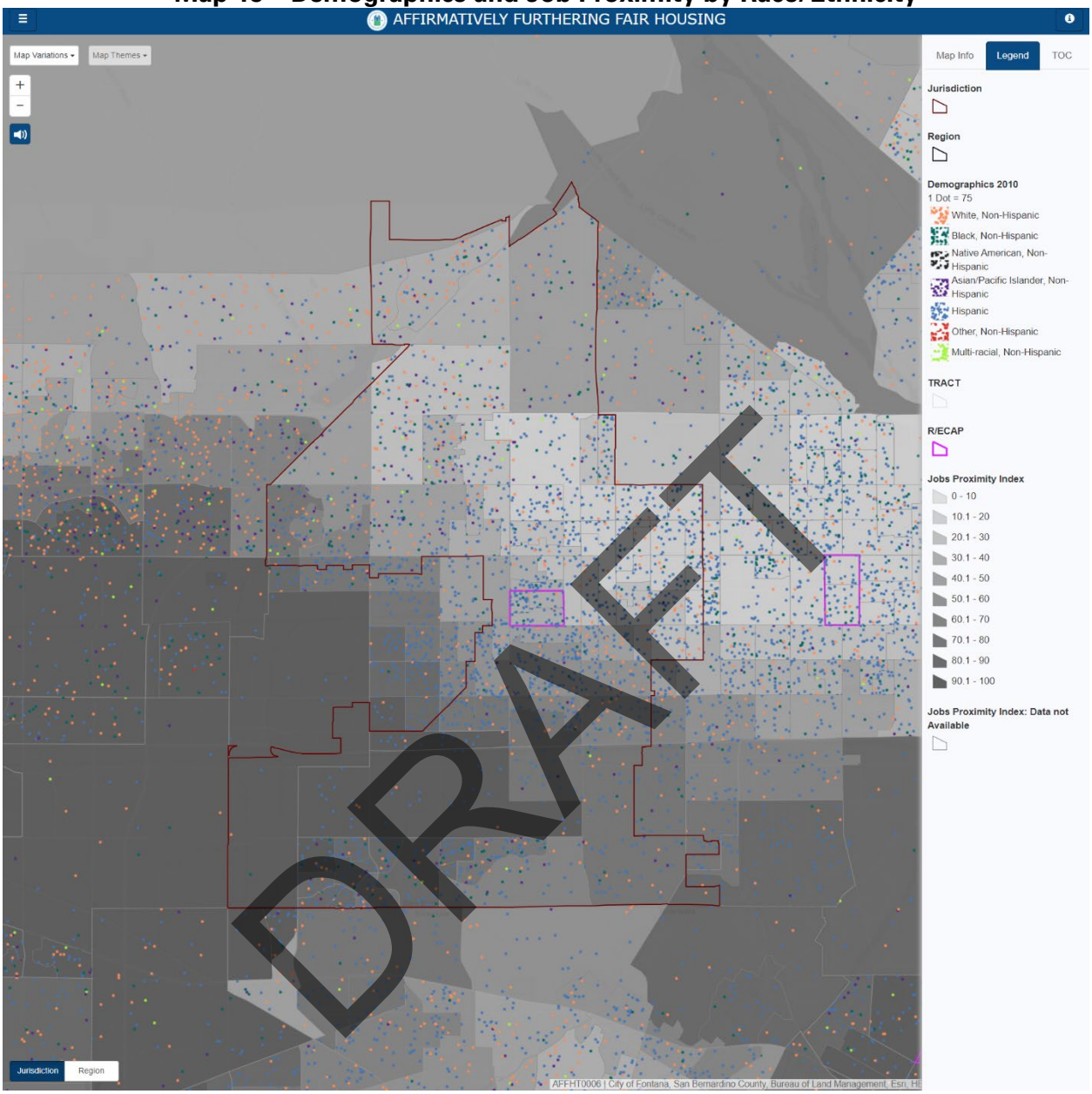
Describe how a person's place of residence affects their ability to obtain a job.

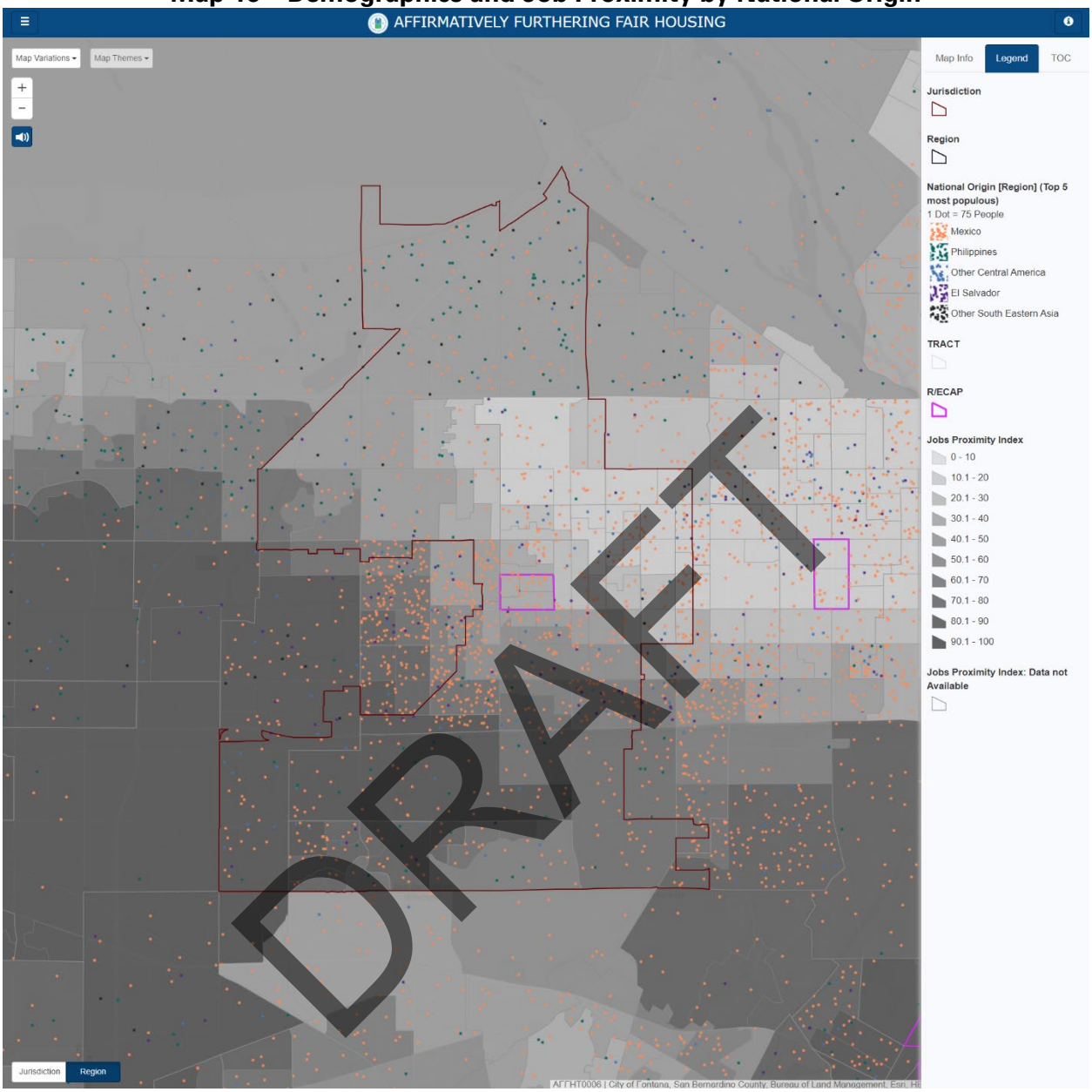
Maps 15-17 illustrate the Jobs Proximity Index and population distribution by race/ethnicity, national origin, and family type. On these maps, the areas with darker shading have higher index scores, which means they are closer to areas of employment. Maps 18-20 demonstrate the Labor Market Index and population distribution by race/ethnicity, national origin, and family type. On these maps, the areas with darker shading have higher index values, which means they have higher labor force participation and human capital.

These maps show that the neighborhoods in southwest Fontana have the highest proximity to employment, and proximity declines as you head northeast through the city. Job proximity is lowest for neighborhoods to the north and south of the city's center. Additionally, neighborhoods in the city's center have the lowest levels of labor force participation and human capital, whereas neighborhoods in the northwest part of the city have the highest levels of labor force participation and human capital.

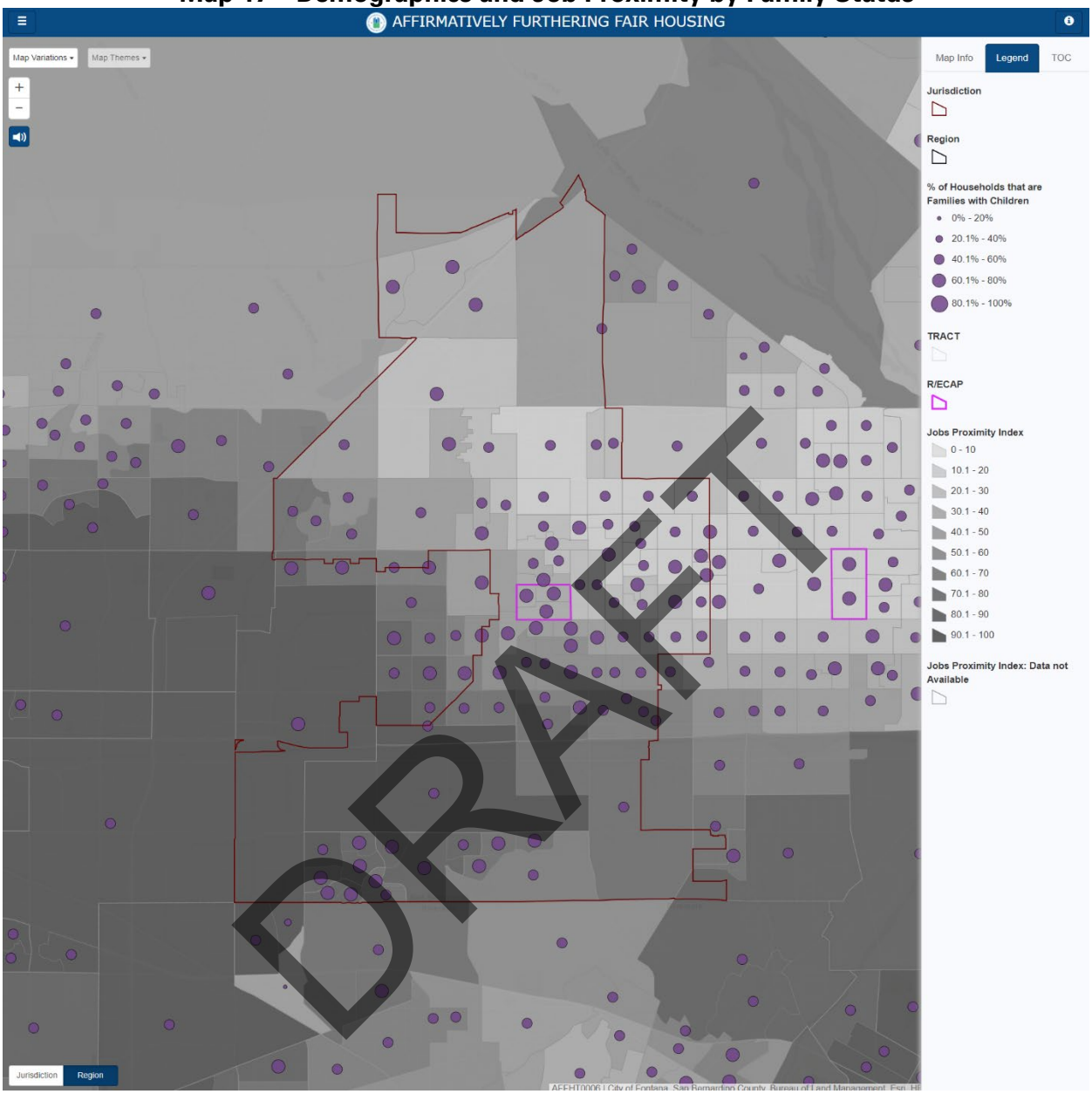
Map 15 – Demographics and Job Proximity by Race/Ethnicity



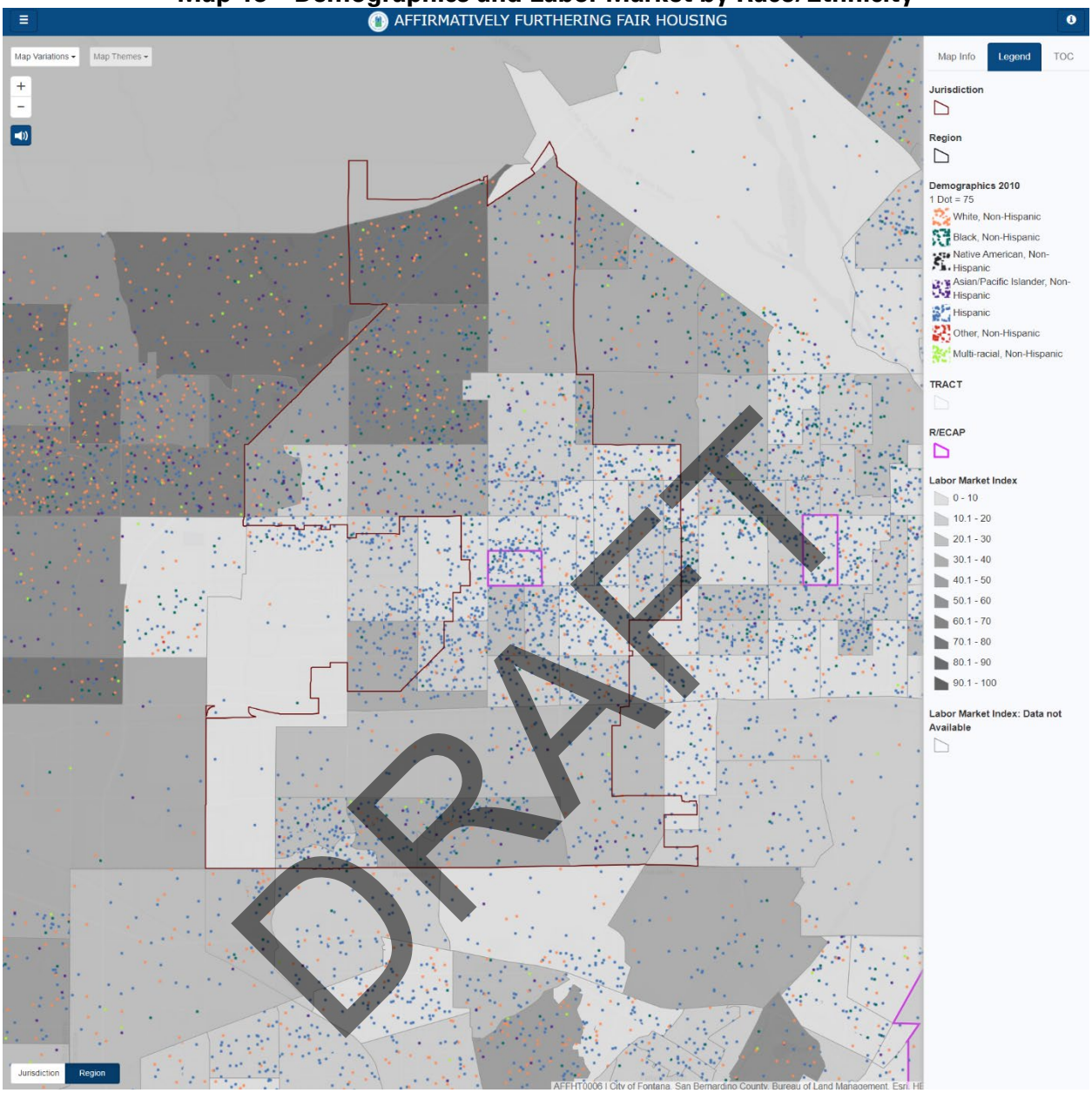
Map 16 – Demographics and Job Proximity by National Origin



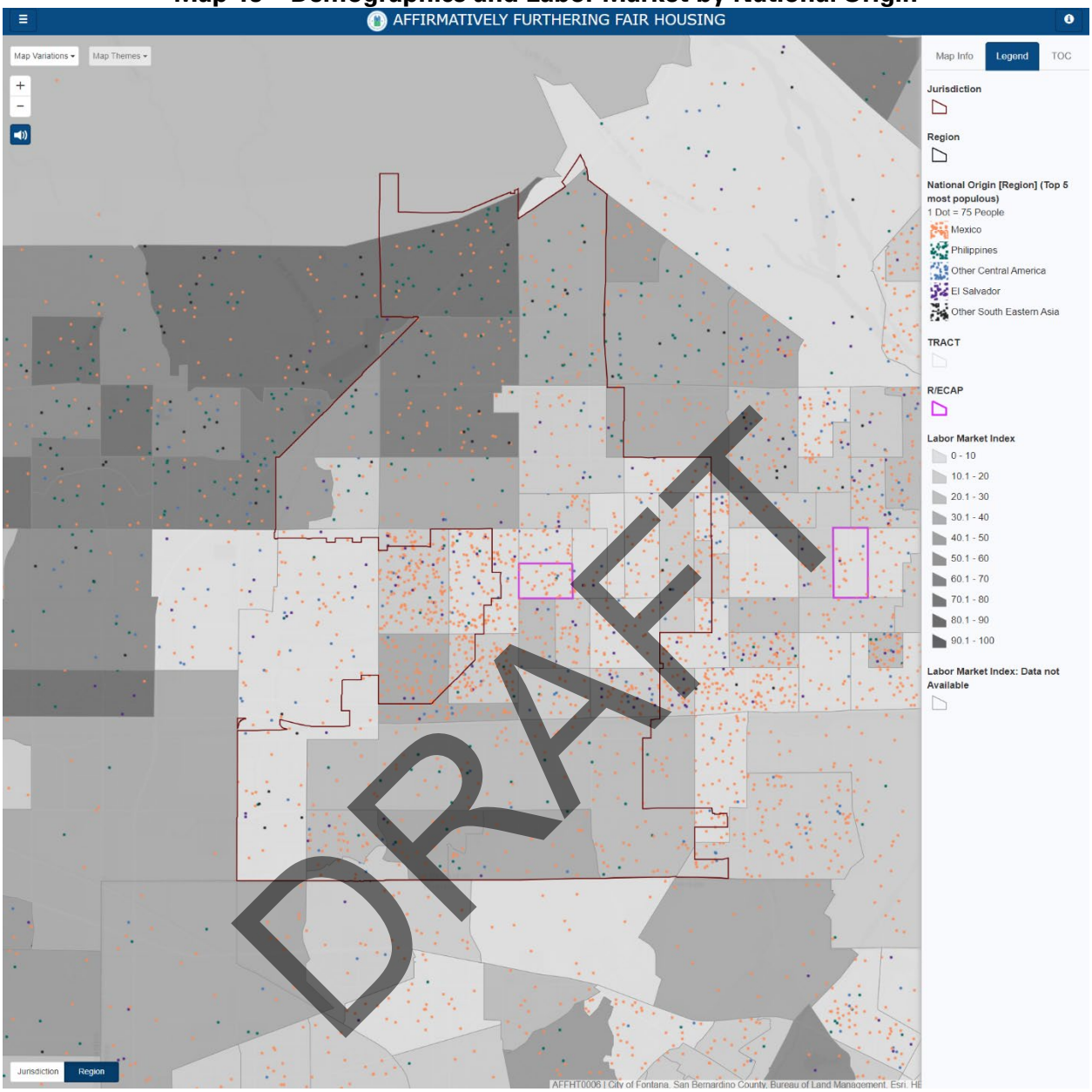
Map 17 – Demographics and Job Proximity by Family Status



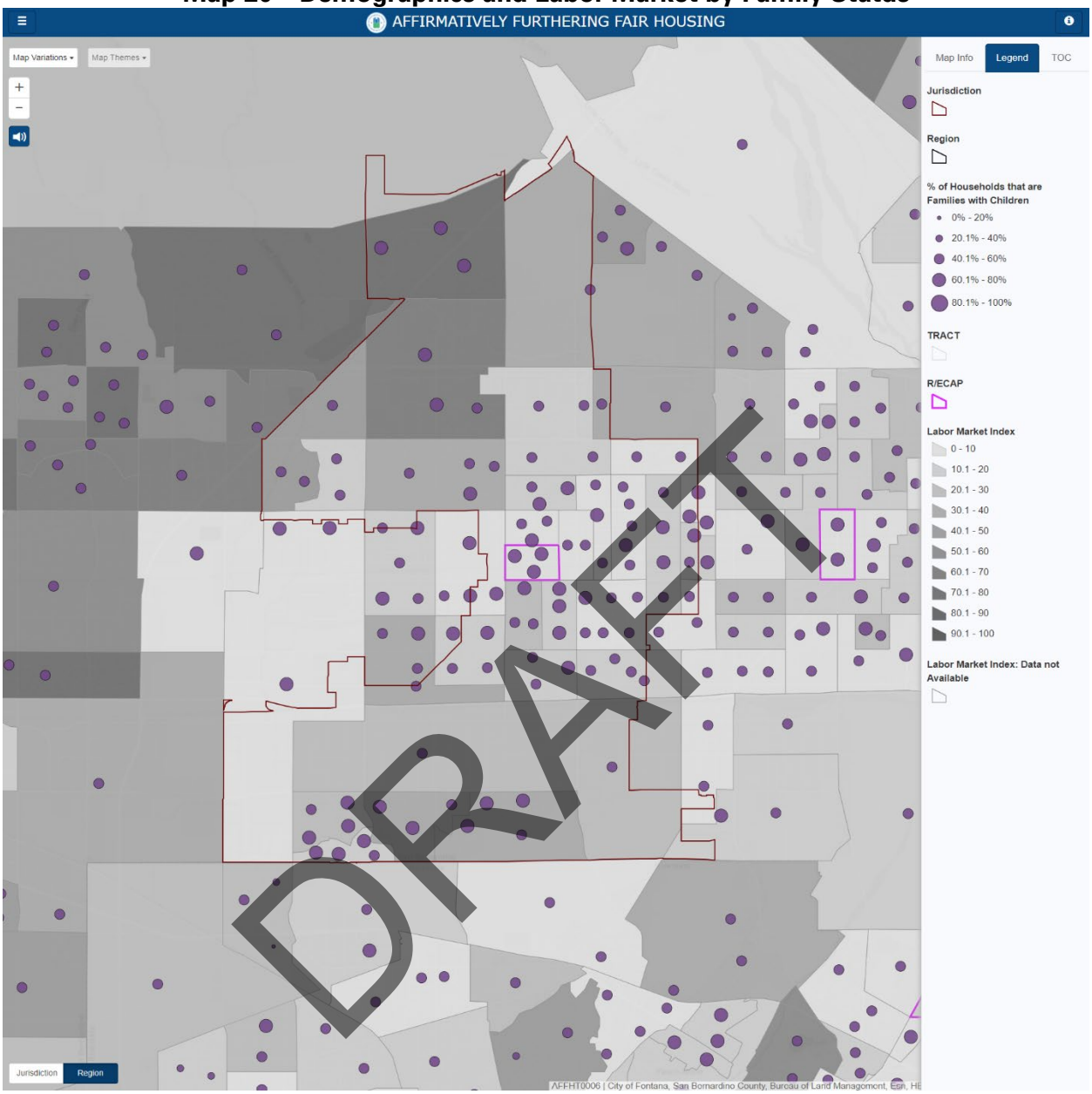
Map 18 – Demographics and Labor Market by Race/Ethnicity



Map 19 – Demographics and Labor Market by National Origin



Map 20 – Demographics and Labor Market by Family Status



Describe which racial/ethnic, national origin, or family status groups are least successful in accessing employment.

Table 11 - Labor Force Participation and Unemployment, shows data on workforce participation and unemployment rates by race/ethnicity, disability status, and sex. The data indicate that, in the city of Fontana, the overall labor force participation rate is 66.10%, with an unemployment rate of 5.90%. Among racial/ethnic groups, Native American residents experience the highest unemployment rate (11.50%), followed by Black residents (7.20%). White, non-Hispanic residents have the lowest unemployment rate (5.10%) but also the lowest labor force participation rate (62.10%).

Individuals with disabilities face significant barriers to employment, with a much lower labor force participation rate (42.90%) and a higher unemployment rate (10.90%) than the overall population. Gender disparities also exist, as males have a much higher labor force participation rate (86.40%) compared to females (68.30%), although unemployment rates remain relatively close (4.60% for males and 5.60% for females). These disparities suggest that Native American and Black residents, individuals with disabilities, and females face greater challenges in accessing employment opportunities.

Table 11 – Labor Force Participation and Unemployment

	Fontana City, California		Riverside-San Bernardino-Ontario, CA Metro Area	
	Labor Force Participation Rate	Unemployment Rate	Labor Force Participation Rate	Unemployment Rate
Population 16 years and over	66.10%	5.90%	60.50%	7.30%
Race/Ethnicity				
White, Non-Hispanic	62.10%	5.10%	54.60%	6.10%
Black	65.40%	7.20%	58.70%	10.80%
Hispanic	67.20%	6.10%	65.00%	7.70%
Asian or Pacific Islander	65.21%	6.18%	60.79%	4.99%
Native American	66.70%	11.50%	57.00%	8.50%
Disability Status				
With any disability	42.90%	10.90%	39.90%	13.50%
Sex (population 20 to 64 years)				
Male	86.40%	4.60%	80.70%	6.40%
Female	68.30%	5.60%	66.60%	6.90%

Note 1: Data Sources: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates

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3. Transportation

Describe any disparities in access to transportation related to costs and access to public transit by protected class groups.

Table 10 includes a Transit Index, which measures the likelihood that residents utilize public transportation. Higher index values indicate better access to public transit in a neighborhood. The table shows that there are disparities in the city of Fontana, with Hispanic residents having the highest Transit Index value (61.13) and AAPI residents having the lowest (54.17). Black and White residents have similar values (57.30 and 57.00, respectively), while Native American residents have a slightly higher index (59.68). Residents living below the Federal Poverty Level (FPL) tend to have better access to public transportation, with Native American residents below the FPL having the highest index (66.68) and AAPI residents having the lowest (61.08).

Compared to the region, the city of Fontana has generally higher Transit Index values, suggesting better access to public transportation across all racial/ethnic groups. Regional Transit Index values are lower overall, with the largest disparity for Native American residents, who have a significantly lower index (47.70) compared to those in the city of Fontana.

Table 10 also includes a Low Transportation Cost Index, which measures the affordability of transportation in a neighborhood. Higher index values indicate lower transportation costs. The table shows that Hispanic residents in the city of Fontana have the highest index

(44.03), indicating they are more likely to live in areas with lower transportation costs. In contrast, AAPI residents have the lowest index (33.83), suggesting they face higher transportation costs. White and Black residents have similar values (39.08 and 37.59, respectively), while Native American residents have a moderately high index (41.76).

Residents below the FPL generally experience lower transportation costs than the overall population. Hispanic residents below the FPL have the highest index (49.13), while AAPI residents have the lowest (42.01). Native American residents below the FPL have one of the highest index values (47.68), suggesting they experience lower transportation costs than their non-poverty counterparts.

Compared to the region, residents in the city of Fontana generally face higher transportation costs, as indicated by slightly lower index values across all racial/ethnic groups. The disparities in transportation costs are more pronounced in the city of Fontana than in the region, where index values are more evenly distributed across racial/ethnic groups.

Describe how a person's place of residence affects their access to transportation.

Maps 21-23 illustrate the Transit Index and population distribution by race/ethnicity, national origin, and family type for Fontana. On these maps, the areas with darker shading have higher index values, indicating that they are areas with better access to public transit. The maps show that residents in the central and southeastern parts of Fontana have some of the best access to public transit. These areas are characterized by higher concentrations of foreign-born residents. There are also Census tracts in the southern portions of the city with comparable access. These neighborhoods generally have higher population densities and a greater reliance on public transportation. Conversely, the northern and western parts of the city have lower Transit Index values. These areas have a higher proportion of White and Asian residents.

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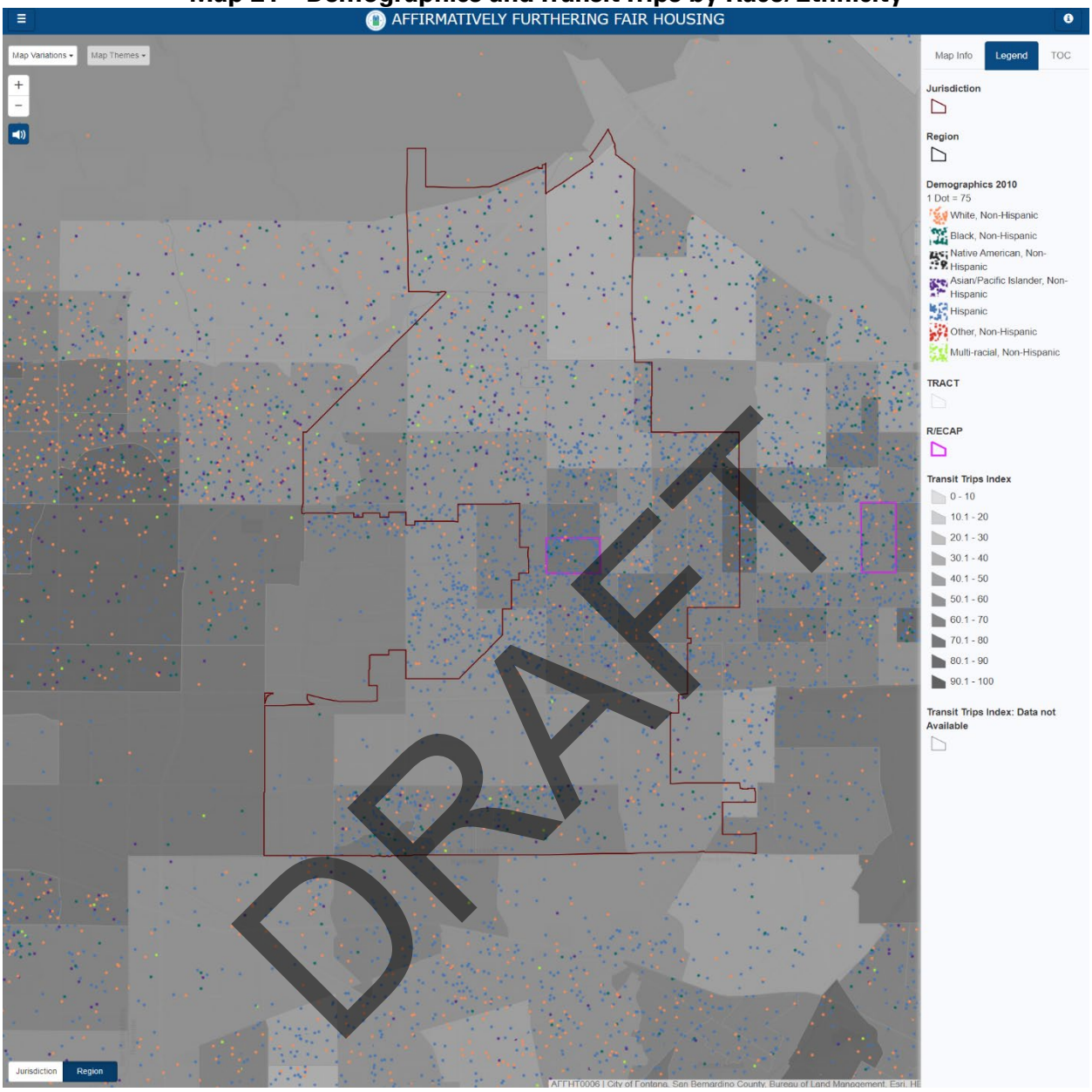
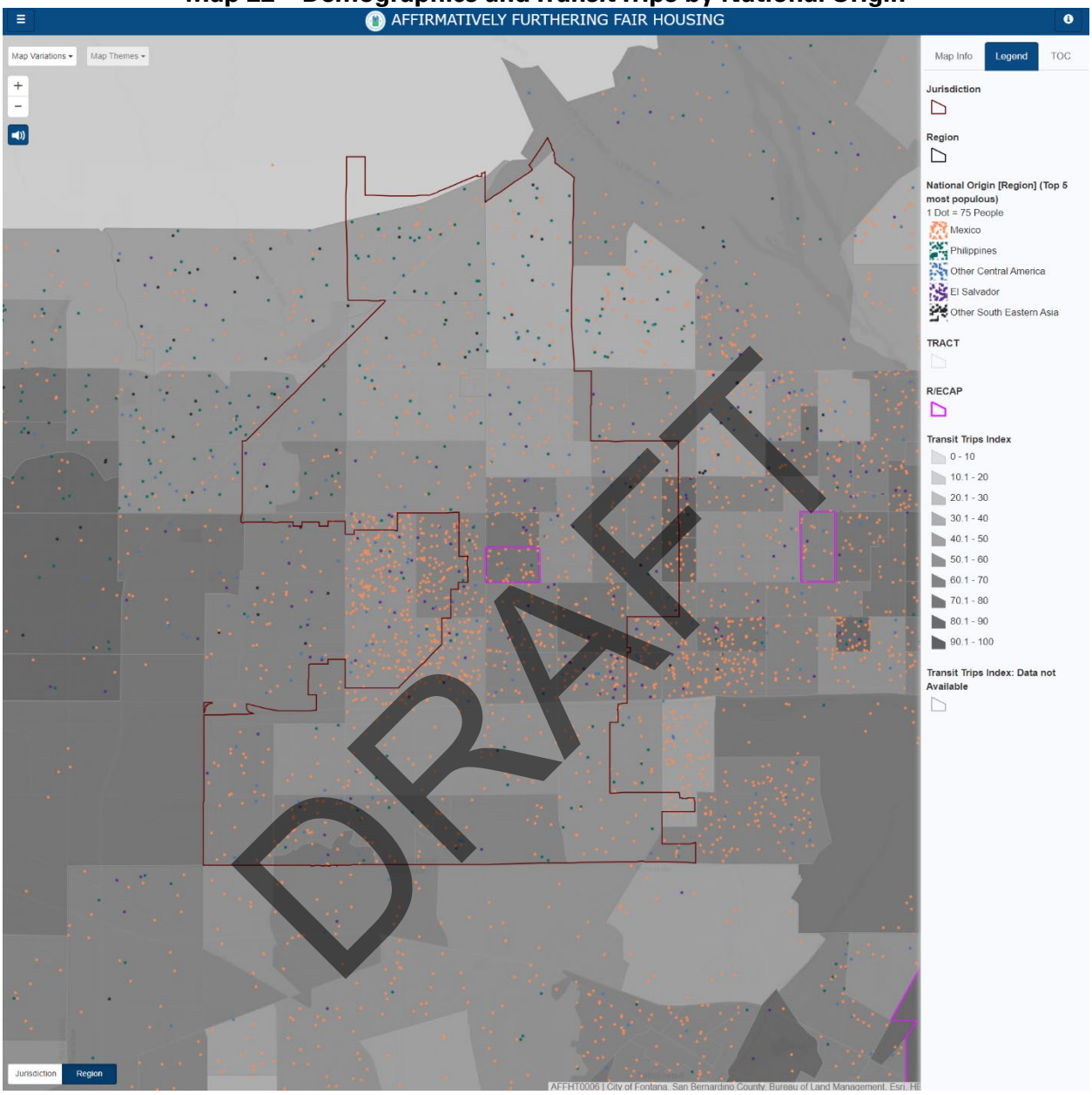
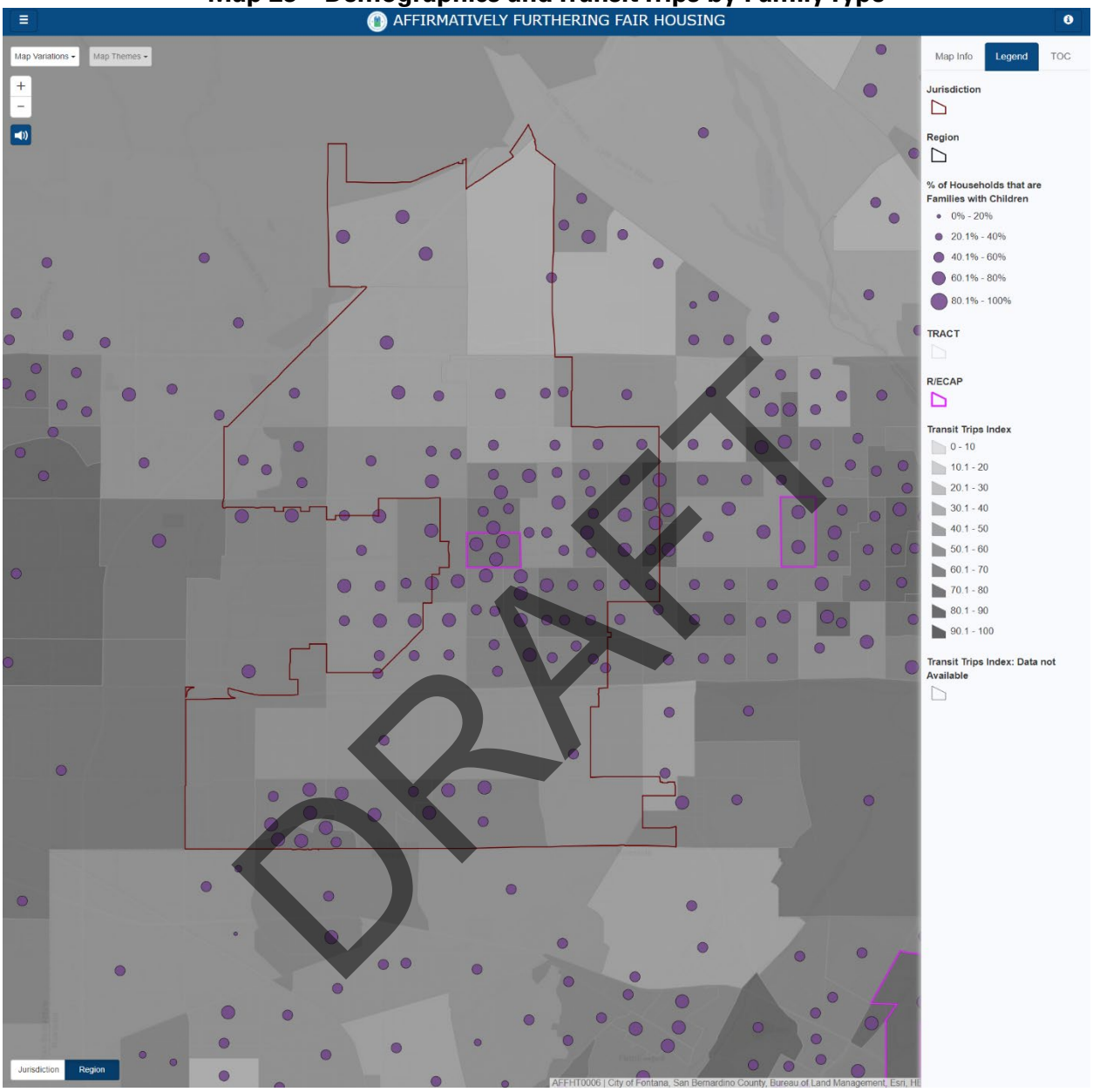
Map 21 – Demographics and Transit Trips by Race/Ethnicity



Map 22 – Demographics and Transit Trips by National Origin

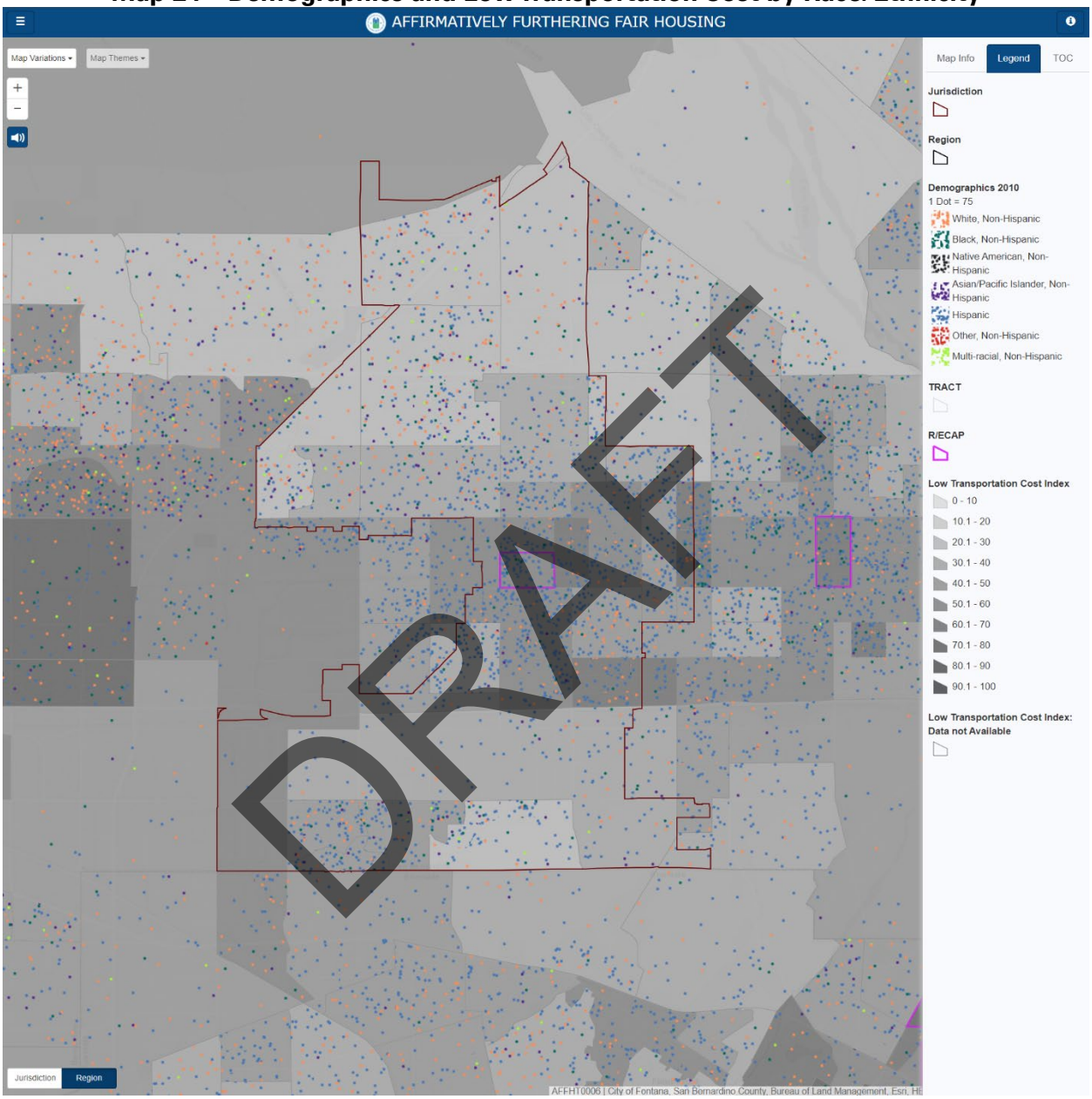


Map 23 – Demographics and Transit Trips by Family Type

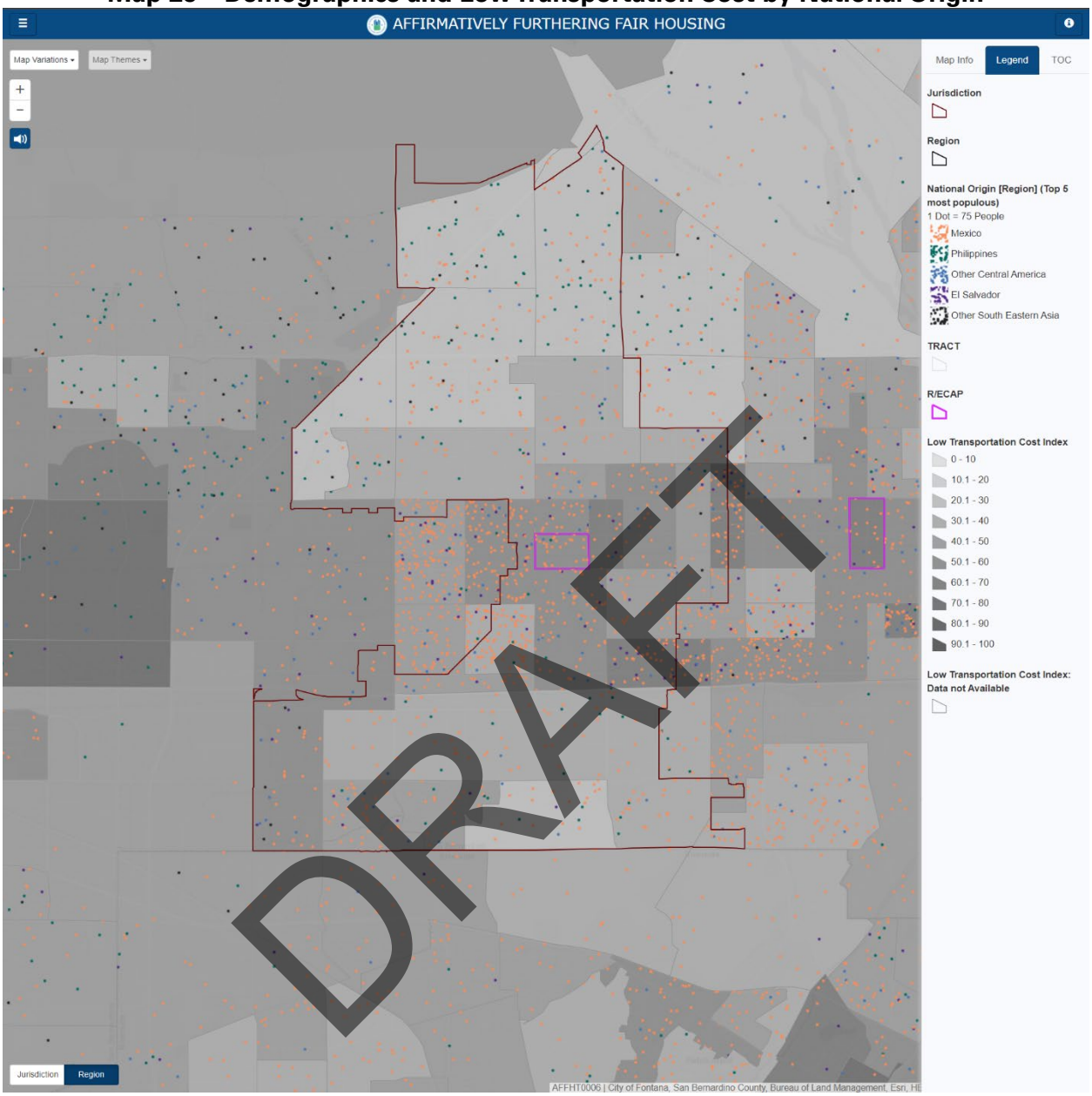


Maps 24-26 illustrate the Low Transportation Cost Index and population distribution by race/ethnicity, national origin, and family type in Fontana. On these maps, the areas with darker shading have higher index values, indicating lower transportation costs. The maps show that neighborhoods with the lowest transportation costs are clustered in the central and southeastern portions of Fontana, where there is a high concentration of Hispanic and foreign-born residents. Conversely, the northern and western parts of the city higher transportation costs. These areas have a higher proportion of White and Asian residents.

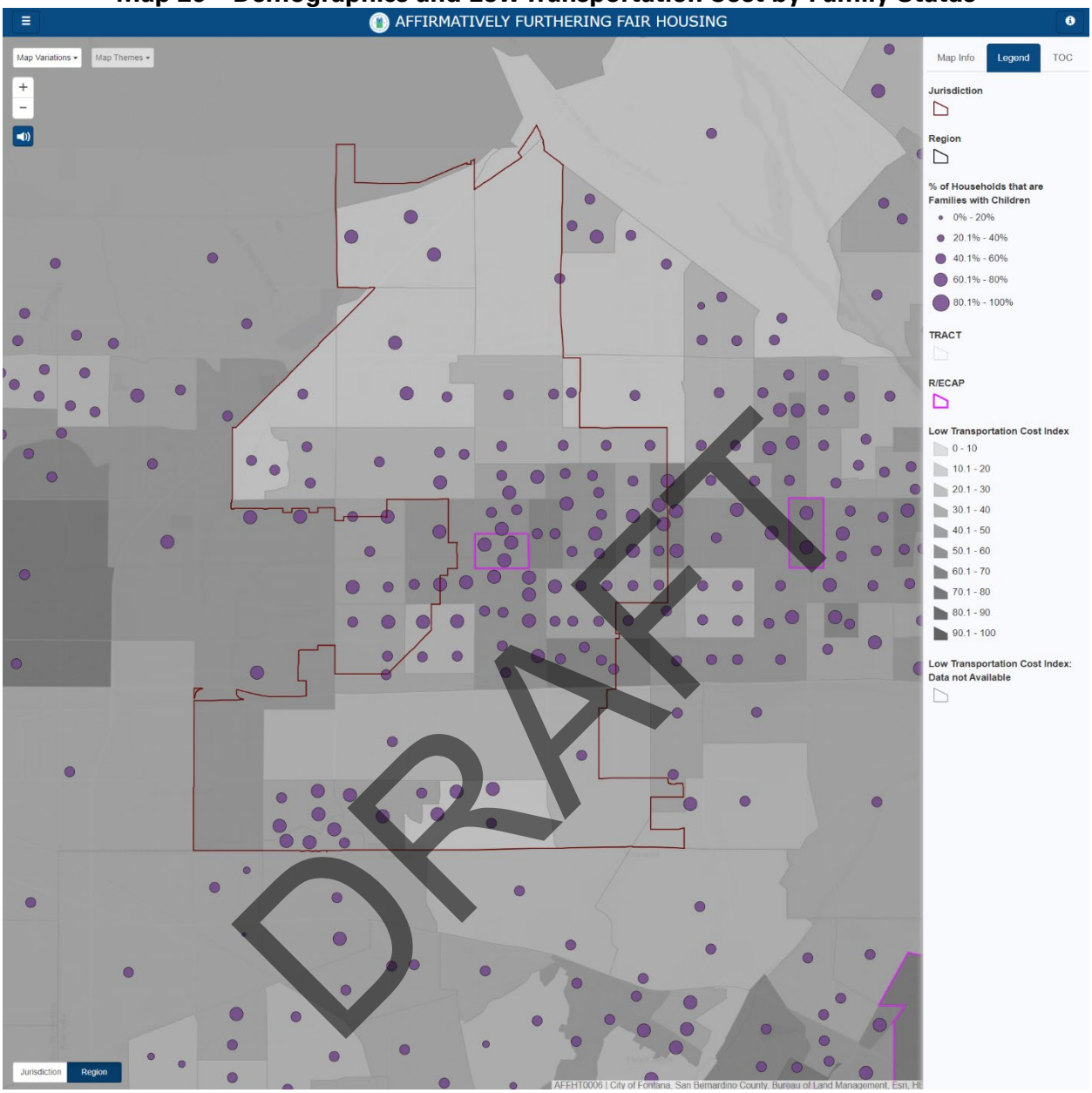
Map 24 – Demographics and Low Transportation Cost by Race/Ethnicity



Map 25 – Demographics and Low Transportation Cost by National Origin



Map 26 – Demographics and Low Transportation Cost by Family Status



4. Access to Low Poverty Neighborhoods

Describe any disparities in exposure to poverty by protected class groups.

Table 10 includes a Low Poverty Index, which measures the level of poverty in a neighborhood. Higher index values indicate less exposure to poverty in a neighborhood. The table shows that, in the city of Fontana:

Hispanic and Native American residents are significantly more likely to live in high-poverty neighborhoods than White, non-Hispanic and AAPI residents. Black residents also experience higher exposure to poverty compared to White and AAPI residents but have slightly better index values than Hispanic and Native American populations.

Residents living below the Federal Poverty Level (FPL) are more likely to live in high-poverty neighborhoods than the overall population. Native American and Hispanic residents below the FPL are the most likely of any group to reside in high-poverty areas, with the lowest index values. Black residents below the FPL have slightly better index values than their overall population, indicating they may face somewhat less concentrated poverty compared to other groups.

Compared to the region overall, residents in the city of Fontana are generally less likely to live in high-poverty neighborhoods. The region follows the same general pattern of disparities by race/ethnicity, meaning Hispanic and Native American residents are most likely to live in high-poverty neighborhoods, while White, non-Hispanic and AAPI residents are least likely to experience high levels of poverty in their communities.

Describe the role a person's place of residence plays in their exposure to poverty.

Maps 27-29 show the Low Poverty Index and population distribution by race/ethnicity, national origin, and family type for Fontana. On these maps, the areas with darker shading have higher index values, indicating less exposure to poverty. The maps show that residents in the southern and western parts of the city of Fontana experience the lowest exposure to poverty, as indicated by the darkest shading. These areas tend to have a higher proportion of White, non-Hispanic and AAPI residents.

In contrast, the central and northeastern portions of the city of Fontana have the highest exposure to poverty, as shown by the lighter shading on the map. These neighborhoods have relatively high concentrations of Hispanic and foreign-born residents. Additionally, areas with the highest exposure to poverty also align with Census tracts that have larger populations of families with children, suggesting a greater economic burden in these communities.

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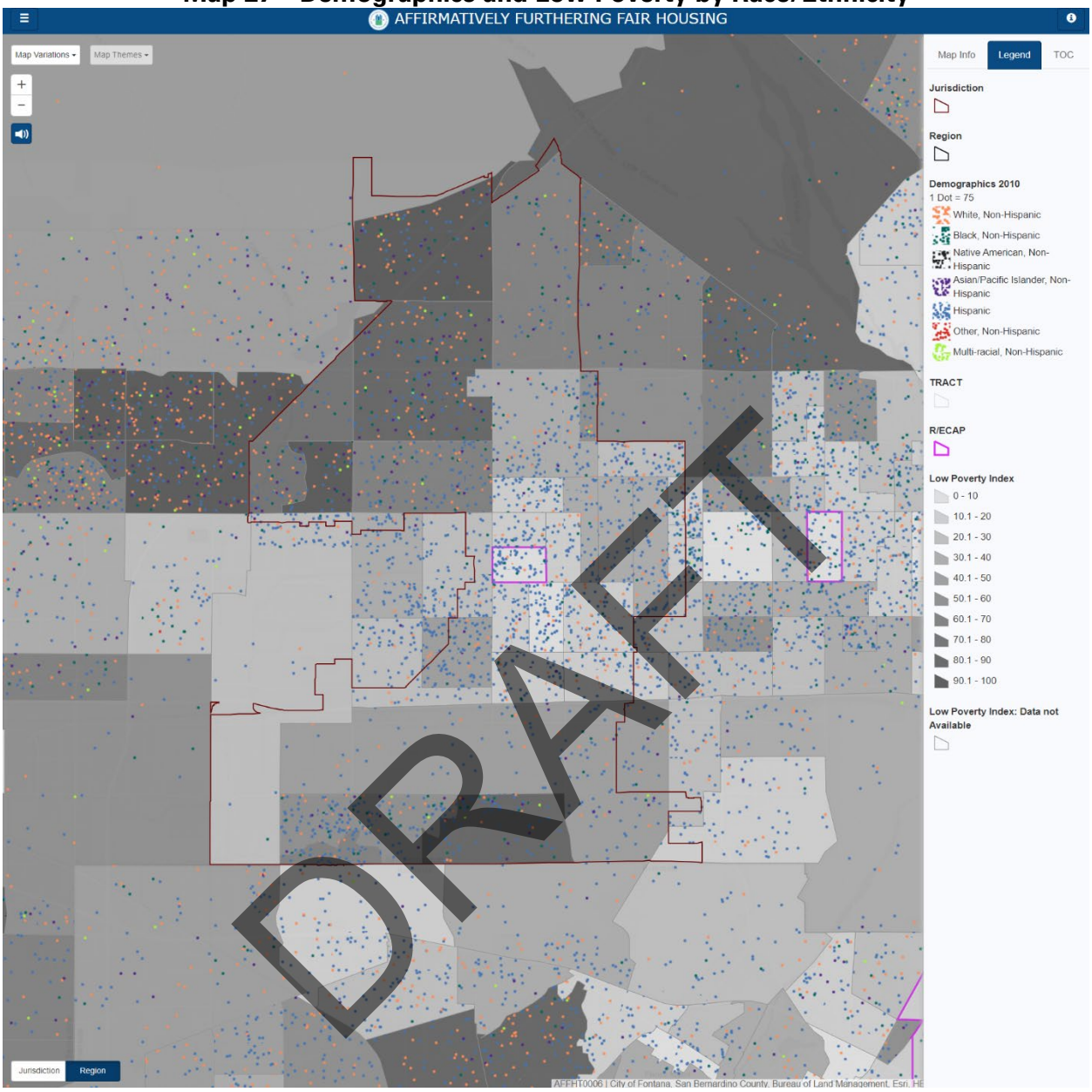
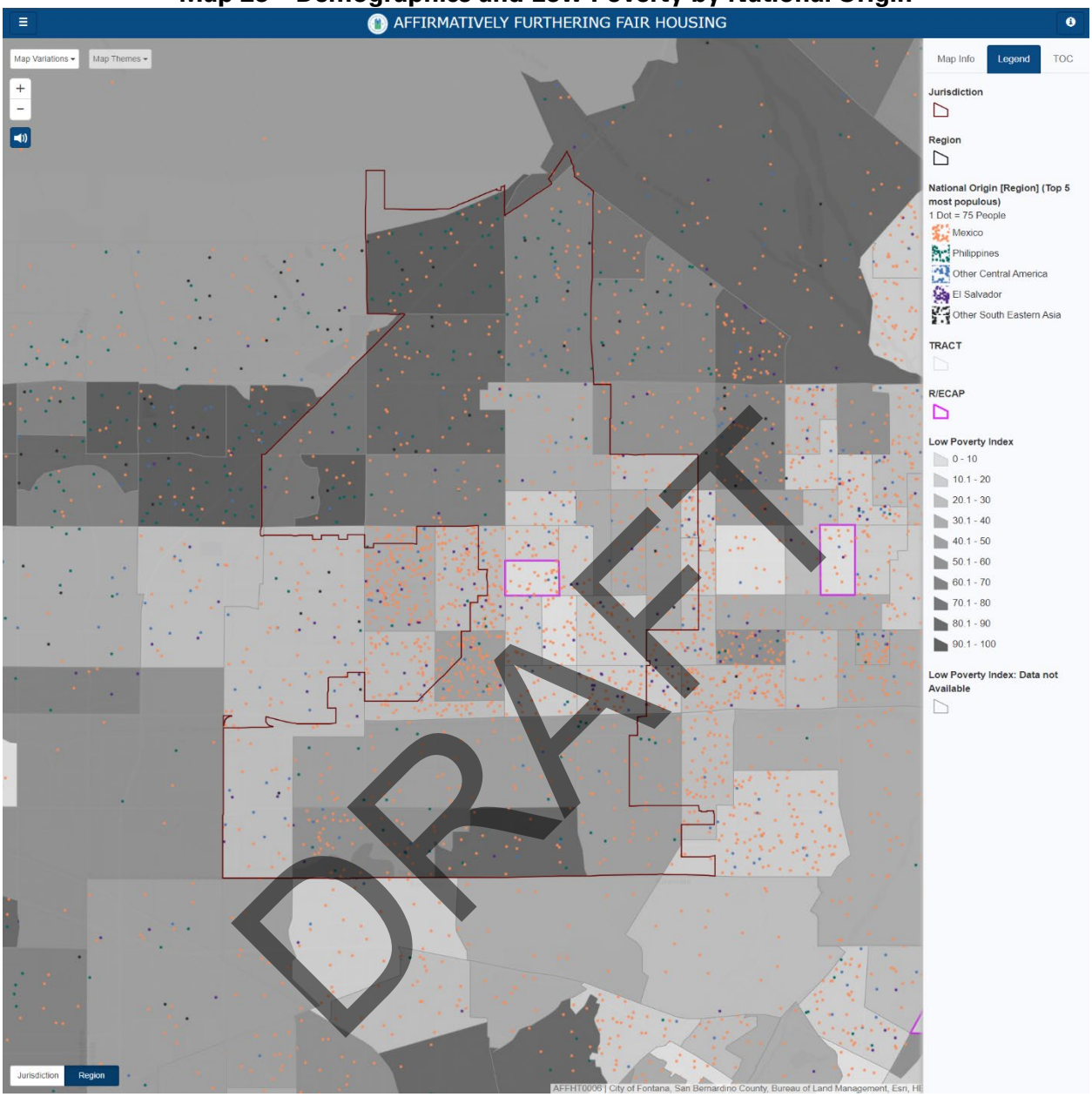
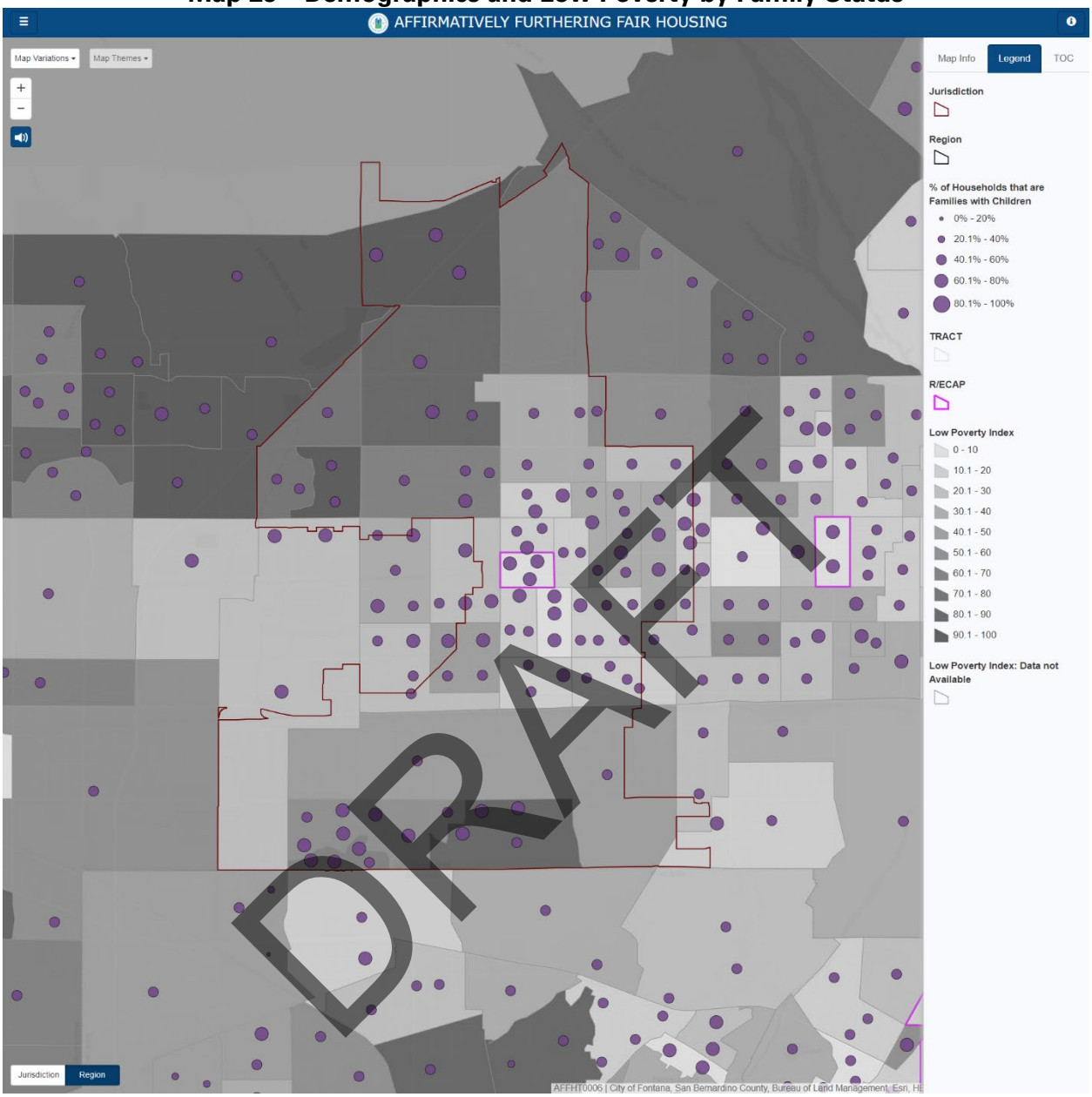
Map 27 – Demographics and Low Poverty by Race/Ethnicity



Map 28 – Demographics and Low Poverty by National Origin



Map 29 – Demographics and Low Poverty by Family Status



Describe which racial/ethnic, national origin or family status groups are most affected by poverty.

Table 12 – Poverty by Race/Ethnicity and National Origin, shows data on poverty rates by race/ethnicity and national origin. The table shows that, in the city of Fontana:

- Black residents have the highest poverty rate (20.44%), followed by Hispanic residents (12.46%) and Native American residents (11.66%).
- White, non-Hispanic residents have a lower poverty rate (7.32%) than the city of Fontana's overall poverty rate.
- AAPI residents have the lowest poverty rate (5.98%).

- Foreign-born residents have a slightly higher poverty rate (12.08%) compared to native-born residents (11.62%).

For all racial/ethnic groups except Native Americans, poverty rates in the city of Fontana are lower than in the region overall. In the region, Black and Native American residents are most likely to experience poverty compared to other groups.

Table 12- Poverty by Race/Ethnicity and National Origin

	Fontana City, California			Riverside-San Bernardino-Ontario, CA Metro Area		
	Total Population	Population Living Below Poverty Rate (#)	Population Living Below Poverty Rate (%)	Total Population	Population Living Below Poverty Rate (#)	Population Living Below Poverty Rate (%)
Total Population	211,178	24,789	11.74%	4,505,412	616,080	13.67%
Race/Ethnicity						
White, Non-Hispanic	29,576	2,164	7.32%	1,405,970	138,702	9.87%
Black	17,331	3,543	20.44%	319,965	62,703	19.60%
Hispanic	144,888	18,050	12.46%	2,325,868	361,695	15.55%
Asian or Pacific Islander	14,642	875	5.98%	331,718	36,620	11.04%
Native American	1,878	219	11.66%	36,148	7,080	19.59%
National Origin						
Foreign Born	55,193	6,669	12.08%	958,493	142,122	14.83%
Native	155,985	18,120	11.62%	3,546,919	473,958	13.36%

Note 1: Data Sources: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates

5. Access to Environmentally Healthy Neighborhoods

Describe any disparities in access to environmentally healthy neighborhoods by protected class groups.

Table 10 includes an Environmental Health Index, which captures the potential exposure to harmful toxins in a neighborhood. Higher index values indicate less exposure to harmful toxins and, therefore, better environmental quality in a neighborhood. The table shows that index values for residents in the city of Fontana are relatively low overall. This suggests that all residents, regardless of race/ethnicity, face limited access to environmentally healthy neighborhoods.

Among racial/ethnic groups, AAPI residents have the highest Environmental Health Index value (27.66), indicating they are more likely to live in areas with better environmental conditions. White and Black residents have similar index values (26.51 and 26.50, respectively), suggesting moderate access to healthy environments. Hispanic and Native American residents have the lowest Environmental Health Index values (23.39 and 23.29, respectively), meaning they are more likely to live in areas with poorer environmental quality.

For residents living below the federal poverty line, disparities in environmental health persist. Native American residents below the poverty line have the lowest Environmental Health Index value (14.63), followed by Black residents (21.87). Hispanic and White residents below the poverty line have slightly higher values (23.13 and 23.53, respectively), though still lower than the total population.

Compared to the region overall, residents in the city of Fontana experience worse environmental health conditions across all racial/ethnic groups. The regional data shows higher Environmental Health Index values for all groups, indicating that neighborhoods in the broader region generally provide better environmental conditions than those in the city of Fontana. White, non-Hispanic, and Native American residents in the region have slightly

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better access to environmentally healthy neighborhoods than their counterparts in the city of Fontana, while other racial/ethnic groups in the region have similar levels of access as those in the City of Fontana.

Describe how a person's place of residence affects their access to environmentally healthy neighborhoods.

Maps 30-32 show the Environmental Health Index and population distribution by race/ethnicity, national origin, and family type for Fontana. On these maps, the areas with darker shading have higher index values, indicating that they are areas with less exposure to harmful toxins and therefore higher environmental quality.

The maps show that access to environmentally healthy neighborhoods varies across the City of Fontana, with a general pattern of better environmental conditions as you move north through the city. Areas in the southern and southwestern parts of the city tend to have the lowest index values, indicating worse environmental conditions. In contrast, the northern portion of the city exhibits higher index values, suggesting less exposure to environmental hazards.

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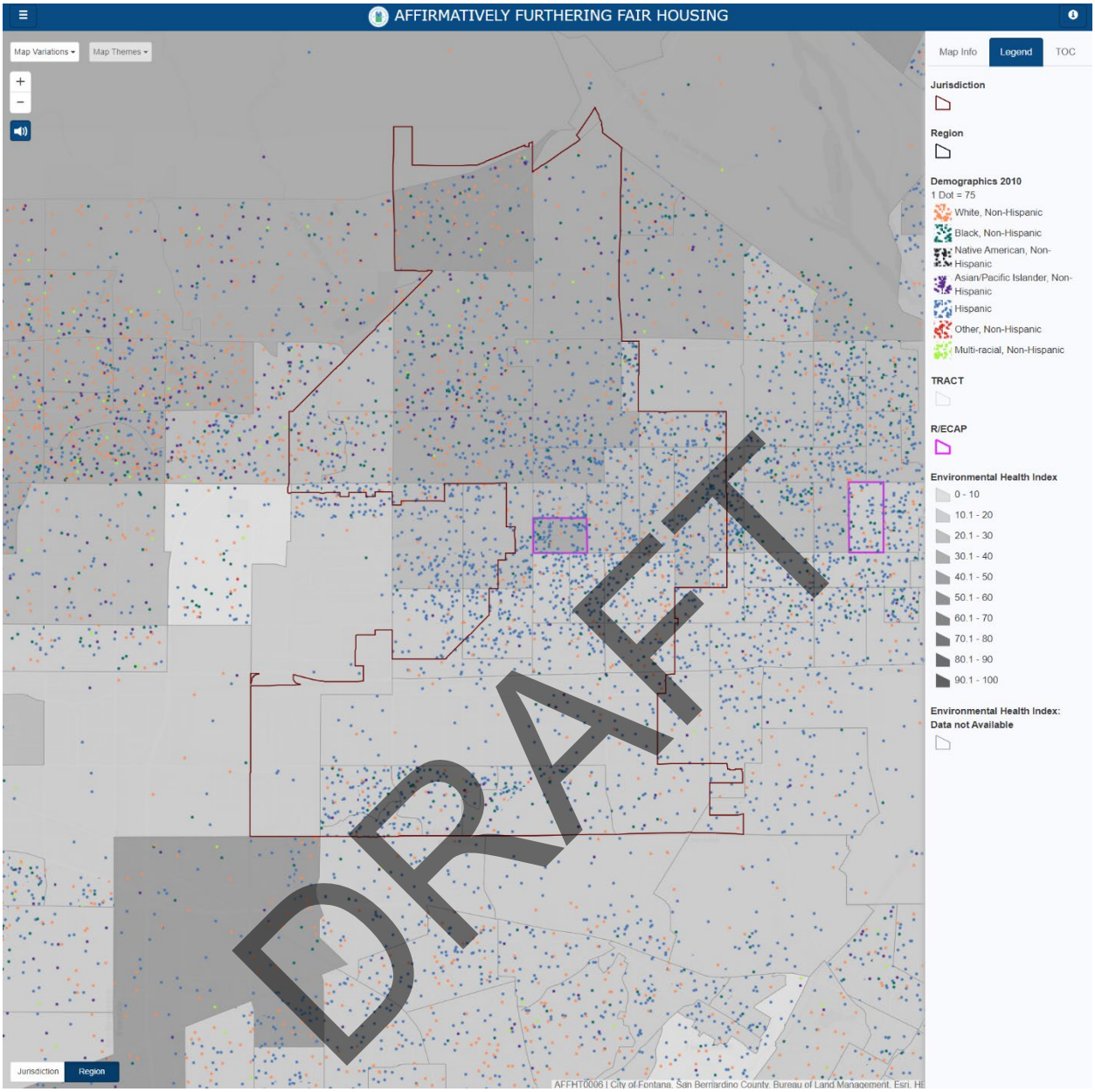
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Map Variations
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TOC
Jurisdiction
Region
Demographics 2010
1 Dot = 75
White, Non-Hispanic
Black, Non-Hispanic
Native American, Non-Hispanic
Asian/Pacific Islander, Non-Hispanic
Hispanic
Other, Non-Hispanic
Multi-racial, Non-Hispanic
TRACT
R/ECAP
Environmental Health Index
0 - 10
10.1 - 20
20.1 - 30
30.1 - 40
40.1 - 50
50.1 - 60
60.1 - 70
70.1 - 80
80.1 - 90
90.1 - 100
Environmental Health Index: Data not Available
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Jurisdiction
Region
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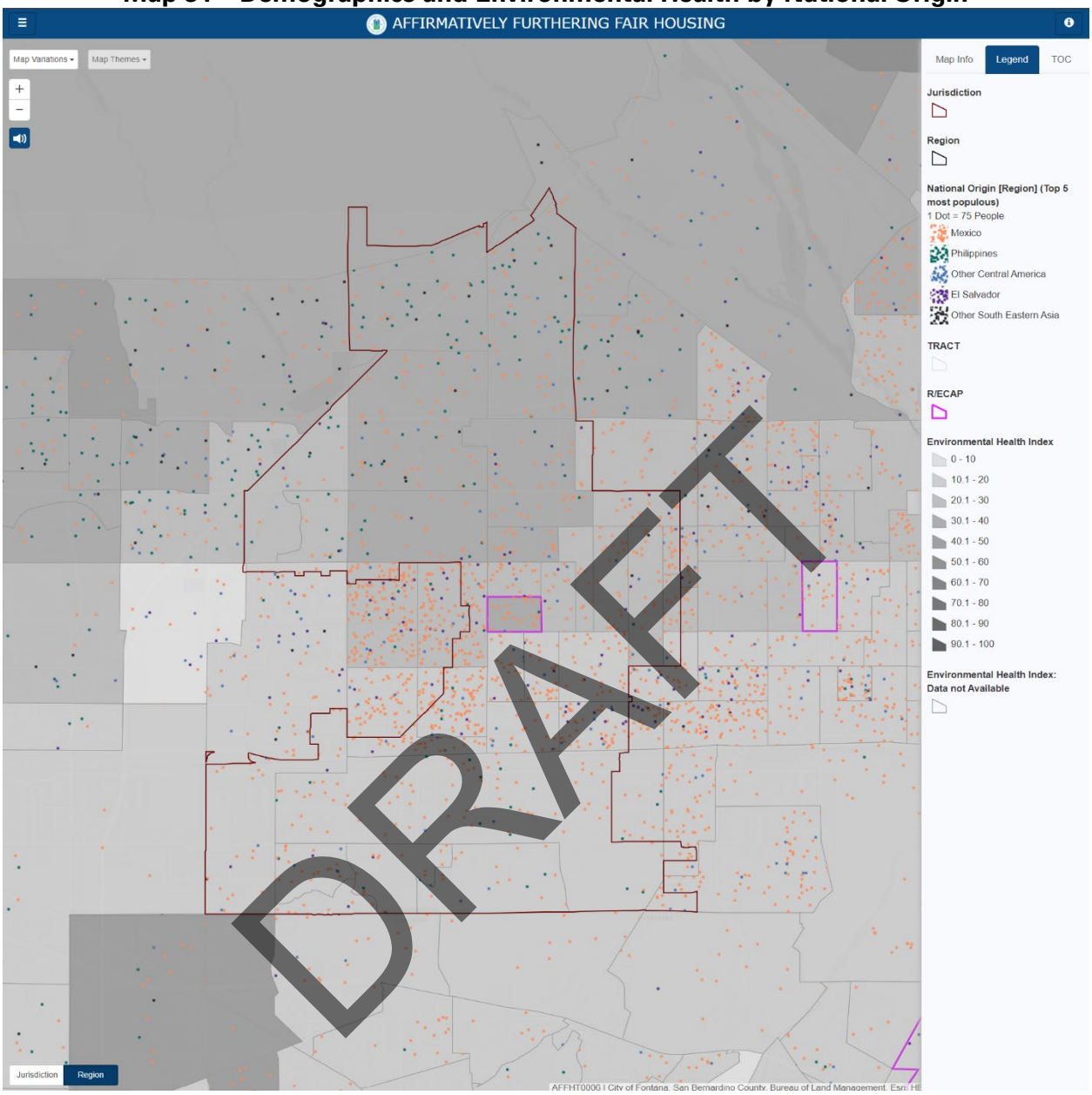
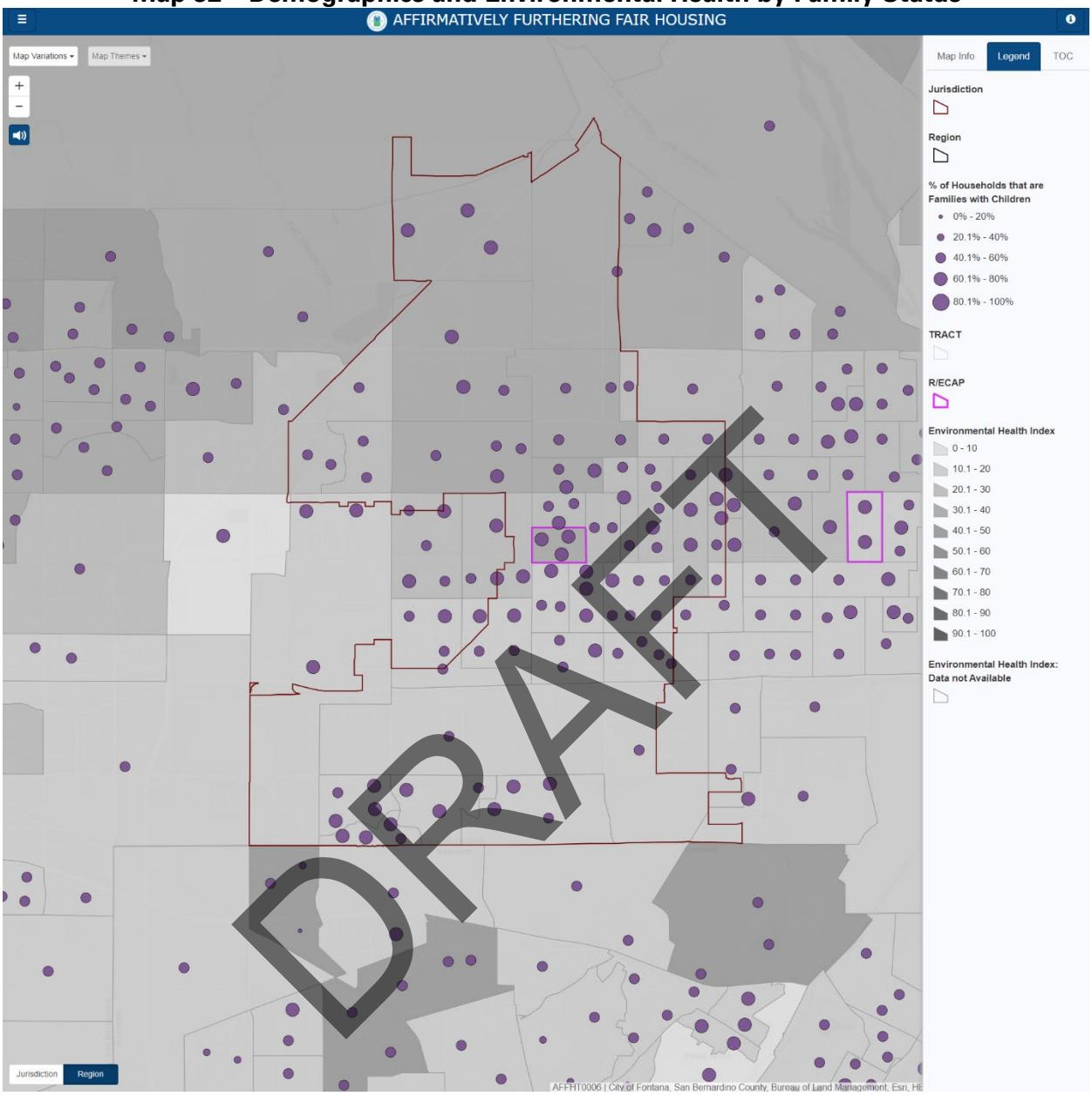
Map 31 – Demographics and Environmental Health by National Origin



Map 32 – Demographics and Environmental Health by Family Status



6. Disability and Access

Describe the barriers that deny individuals with disabilities access to opportunity and community assets.

Data analysis from the City's most recent Housing Element indicates that about 8 percent of the Fontana population has a disability. Of this percentage, almost 50 percent were of ambulatory difficulties and 41 percent of cognitive difficulties. A greater number of children under the age of 18 are estimated of having a cognitive disability. For those ages 18 to 64 ambulatory and cognitive disabilities are the most common; this is also the age group with

the largest number of total individuals with a disability. It should also be noted these numbers may be double counted as an individual may have multiple disabilities.

The Housing Element also reports the following barriers to adequate housing for persons with disabilities in Fontana:

1. According to data from the City's contracted fair housing service provider, discrimination against persons with disabilities continues to be the leading basis of housing discrimination.
2. The City allows property owners to install features to accommodate disabled persons upon payment of building and planning fees and a zone variance application fee. However, while the variance can provide for reasonable accommodation, the high cost of the variance coupled with the time delay associated with application and approval can be a deterrent to making lower cost improvements necessary for accessibility purposes.

7. Publicly-Supported Housing and Access

Describe the ways in which residents of publicly supported housing, by protected class group, experience disparities in access to opportunity.

The analysis above indicates that the majority of publicly supported housing in the city is located in census tracts with limited access to opportunity. These areas are concentrated between West Foothill Boulevard and the San Bernardino Freeway, where residential and industrial land uses are prominent. Residents in these areas experience lower economic opportunities, as well as lower access to high-performing schools, employment centers, and community resources compared to other parts of the city. These neighborhoods also have a higher percentage of Hispanic residents.

While some census tracts in the northwestern part of the city offer high opportunity levels—particularly in education, economic opportunity, and transportation—publicly supported housing is less prevalent in these areas. Instead, most publicly supported housing is located in areas with lower median incomes, higher exposure to environmental pollutants, and lower labor force participation rates. Despite these challenges, some of these areas offer relatively good access to public transportation, which can help mitigate disparities in access to employment and services.

8. Patterns in Disparities in Access to Opportunity

Identify and discuss any overarching patterns of access to opportunity and exposure to adverse community factors. Include how these patterns compare to patterns of segregation, integration, and R/ECAPs. Also identify areas that experience: (a) high access; and (b) low access across multiple indicators.

According to the analysis, the City of Fontana exhibits varying levels of access to opportunity across different indicators, with some areas demonstrating higher accessibility to economic, educational, and employment resources, while others experience greater barriers. The northern and southern regions of the city generally have higher economic

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opportunity, while central areas, particularly along key corridors such as Foothill Boulevard and the San Bernardino Highway, exhibit lower economic opportunity. These central neighborhoods also coincide with areas of higher poverty exposure, lower school proficiency, and increased vulnerability to environmental hazards.

Segregation patterns indicate that Hispanic and lower-income residents are more likely to reside in areas with lower labor market engagement and higher environmental burdens, including exposure to pollution. The data suggests that racial and ethnic minorities, particularly Hispanic residents, have lower access to high-performing schools and are more likely to live in neighborhoods with high poverty rates. However, these same areas tend to have better access to transit, lower transportation costs, and closer proximity to employment centers, which may partially mitigate some economic disadvantages.

When considering access to multiple opportunities, certain census tracts in the city's northern and southern areas stand out for their high levels of economic opportunity, labor market engagement, and lower exposure to poverty and environmental hazards. Conversely, central areas, especially those with high concentrations of Hispanic and low-income residents, face greater barriers in terms of economic mobility, educational attainment, and environmental health.

Describe the public or private policies or practices, demographic shifts, economic trends, or other factors that may have caused or contributed to the patterns described above.

Research shows that a person's place of residence impacts their access to opportunities such as quality schools, good jobs, healthy neighborhoods, and low-cost transportation. The City's most recent Housing Element includes the following factors that have contributed to the disparities in access to opportunity identified in the analysis above:

- Fair Housing Outreach and Enforcement – The City of Fontana partners with the Inland Fair Housing and Mediation Board (IFHMB) to assist individuals with fair housing-related issues, as well as provide informational resources and education for the community. However, there remains a general systemic lack of awareness of fair housing laws, contributing to continued discrimination in housing in the city.
- Public Investment in Specific Neighborhoods – The City of Fontana is considered a low resource region overall and, as identified above, neighborhoods in the center of the city have access to fewer resources than other parts of the city. The City must focus on investing in central neighborhoods to provide those most directly impacted by pollution and poor mobility with additional resources.
- Availability of Affordable Housing – Like many cities in California and around the country, the need for affordable housing outpaces supply in Fontana. While affordable housing opportunities exist in the city, there is concern about the total available units to meet both existing and projected demand. Specifically, opportunities for homeownership for lower income residents and family-sized housing have been repeatedly identified as priority concerns.

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E. Disproportionate Housing Needs

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

For the Consolidated Plan (ConPlan), Fontana determined if particular race/ethnic groups at various income levels disproportionately experience any of the following four housing problems:

- Lacks complete kitchen facilities: Household lacks a sink with piped water, a range or stove, or a refrigerator.
- Lacks complete plumbing facilities: Household lacks hot and cold piped water, a flush toilet, and a bathtub or shower.
- Overcrowding: A household is considered overcrowded if there are more than 1.01 people per room.
- Cost burden: A household is considered cost burdened if the household pays more than 30% of its total gross income for housing costs. For renters, housing costs include rent paid by the tenant plus utilities. For owners, housing costs include mortgage payment, taxes, insurance, and utilities.

A disproportionately greater need exists when members of a racial or ethnic group in a certain income range experience housing problems at a greater rate (10 percentage points or more) than the rate of housing problems experienced by all households within that income level. According to the charts below, which are included in the ConPlan analysis:

- American Indian and Alaska Native households experience disproportionate need across households earning <30% AMI (and are not represented at the 30-50% AMI and 80-100% AMI ranges).
- Asian households experience disproportionate need across households earning 30-50% AMI.

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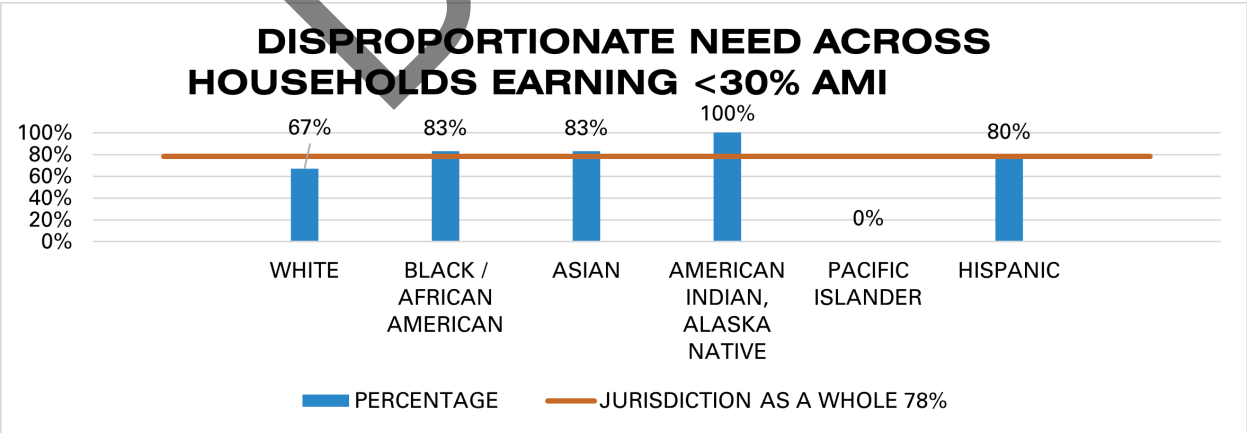
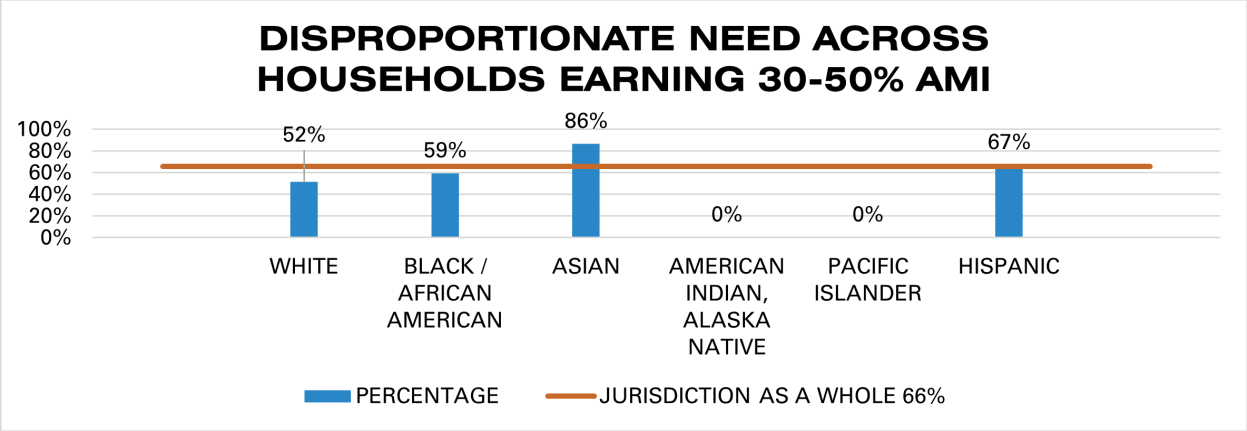
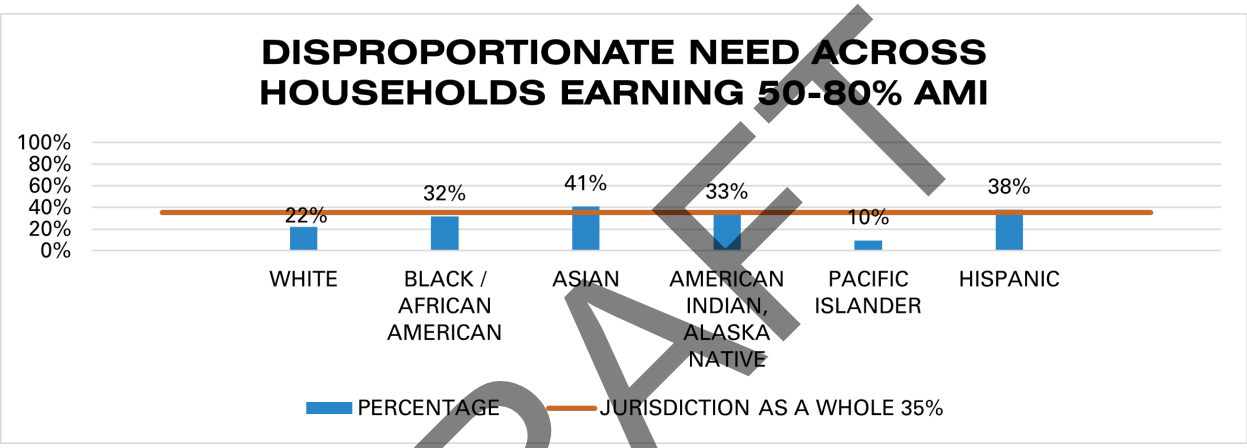


Source: 2016-2020 Comprehensive Housing Affordability Data (CHAS)



Source: 2016-2020 Comprehensive Housing Affordability Data (CHAS)



Source: 2016-2020 Comprehensive Housing Affordability Data (CHAS)

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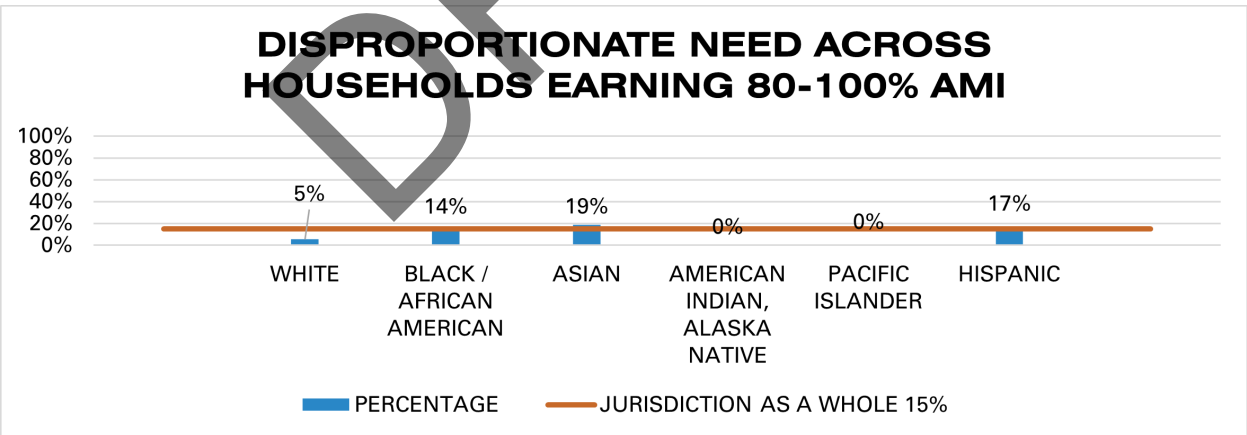


Source: 2016-2020 Comprehensive Housing Affordability Data (CHAS)

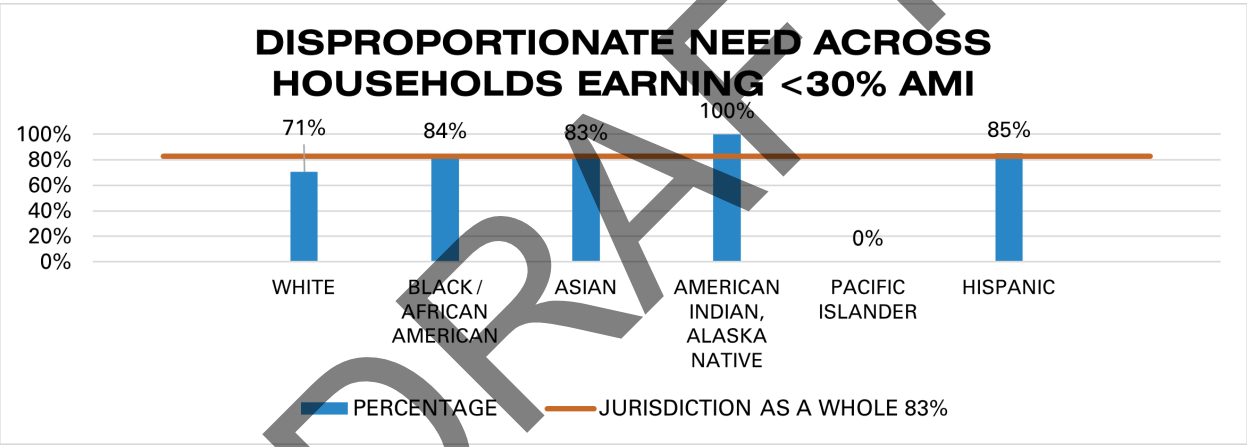
The ConPlan also analyzes the disproportionate impact of severe housing problems by race/ethnicity. Similar to housing problems, severe housing problems are defined as:

- Lacks complete kitchen facilities: Household does not have a stove/oven and refrigerator.
- Lacks complete plumbing facilities: Household does not have running water or modern toilets.

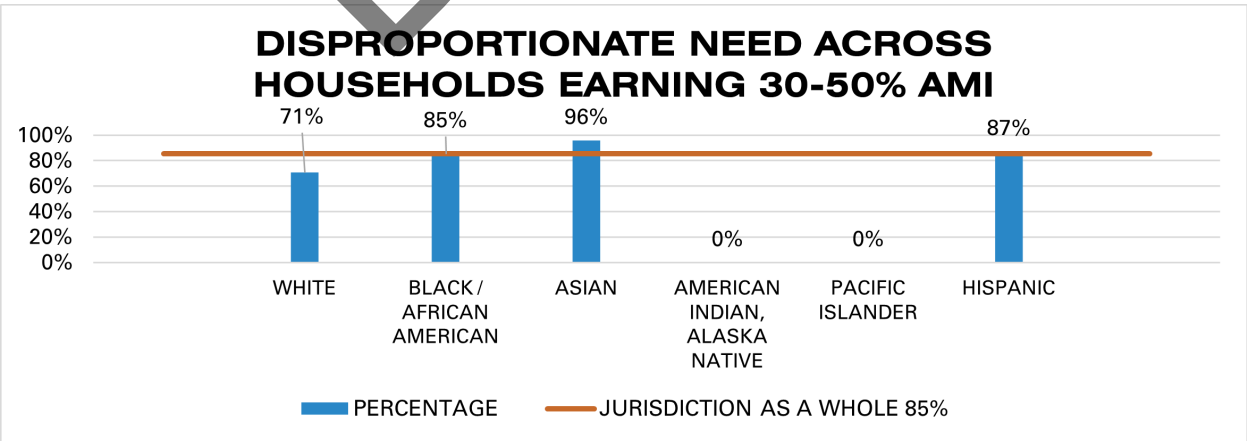
- Severe overcrowding: A household is considered severely overcrowded if there are more than 1.5 people per room.
- Severe cost burden: A household is considered severely cost burdened if the household pays more than 50% of its total income for housing costs. For renters, housing costs include rent paid by the tenant plus utilities. For owners, housing costs include mortgage payment, taxes, insurance, and utilities.

Within each income level, certain groups experience disproportionate need (defined above). According to the charts below, which are included in the ConPlan analysis:

- American Indian and Alaska Native households experience disproportionate need across households earning <30% AMI.
- Asian households experience disproportionate need in the 30-50% AMI and 80-100% AMI ranges.
- Pacific Islander households experience disproportionate need in the 50-80% AMI range.
- Black/African American households experience disproportionate need in the 80-100% AMI range.



Source: 2016-2020 Comprehensive Housing Affordability Data (CHAS)



Source: 2016-2020 Comprehensive Housing Affordability Data (CHAS)

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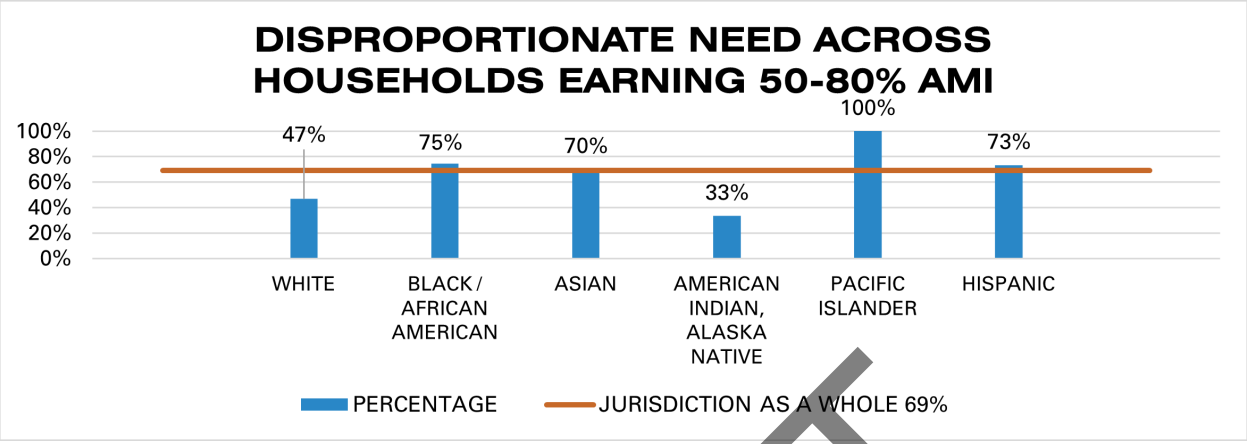
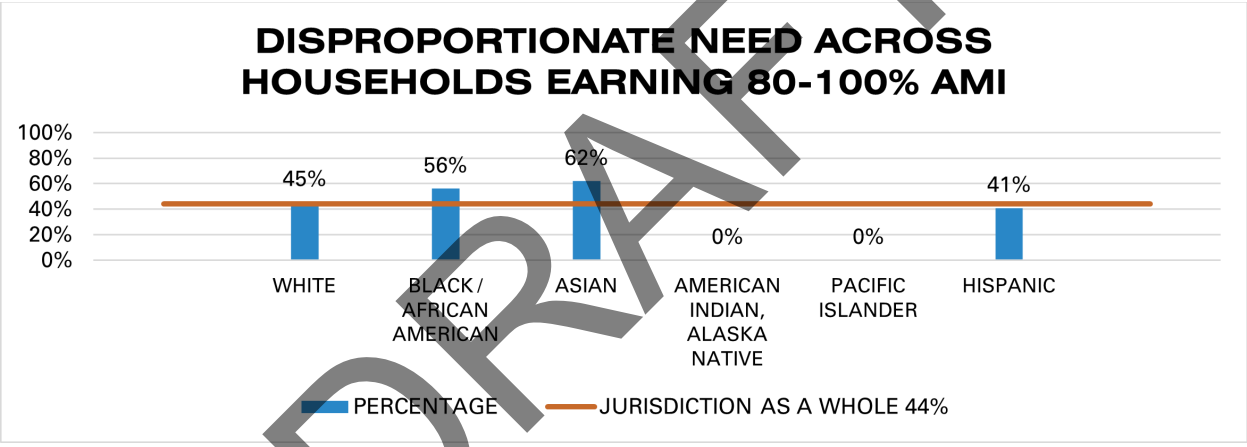


Source: 2016-2020 Comprehensive Housing Affordability Data (CHAS)



Source: 2016-2020 Comprehensive Housing Affordability Data (CHAS)

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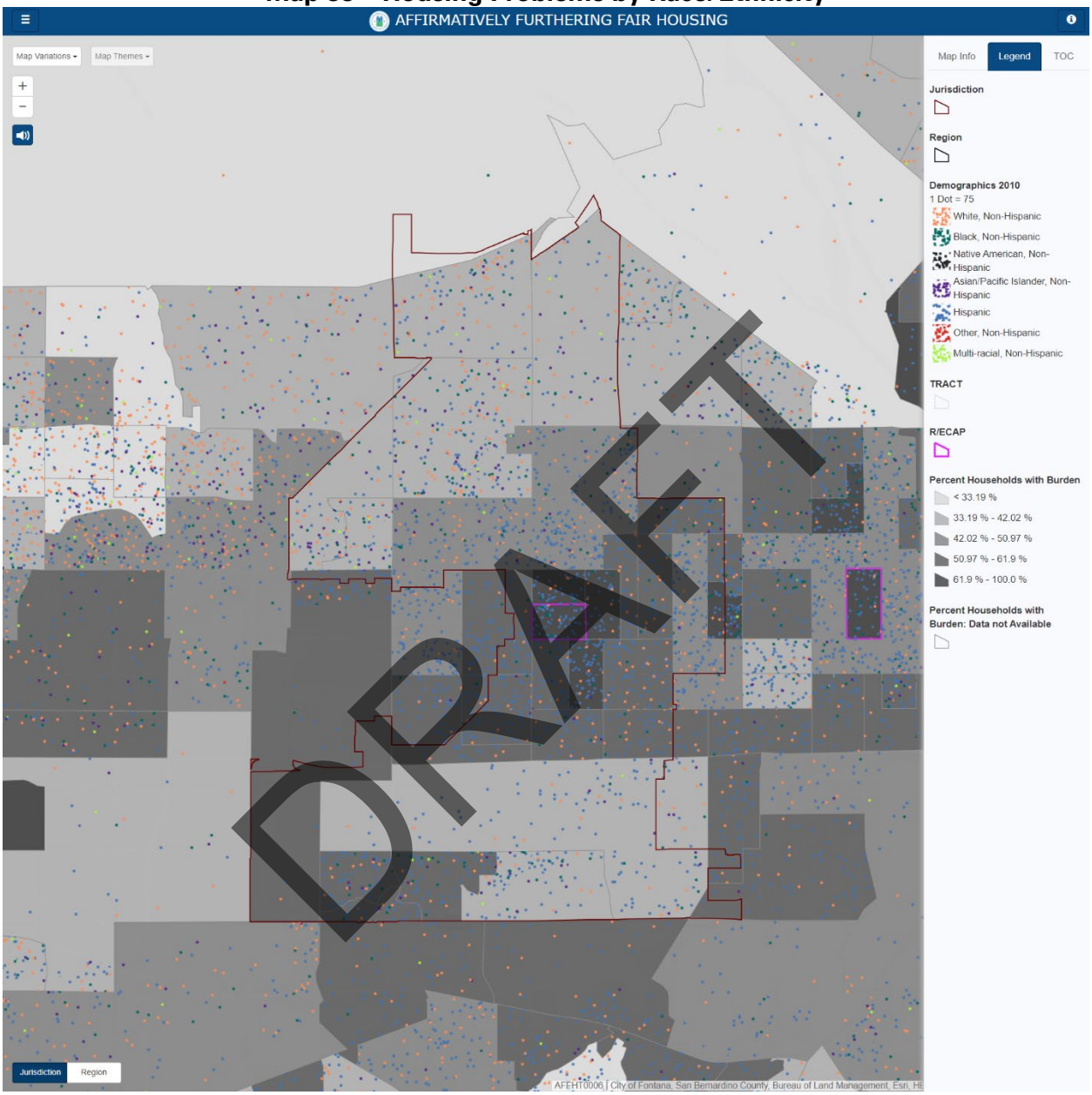
Identify which areas in Fontana and region experience the greatest housing burdens. Describe which of these areas align with segregated areas, integrated areas, or R/ECAPs, and the predominant race/ethnicity or national origin groups in such areas.

Maps 33-34 illustrate concentrations of households experiencing one or more housing burdens and population distribution by race/ethnicity and national origin. On these maps, areas with darker shading have a higher percentage of households experiencing at least one housing burden. Housing burdens in this context are the following: cost burden, defined as paying more than 30% of income for monthly housing costs including utilities; overcrowding; lacking a complete kitchen; and lacking plumbing.

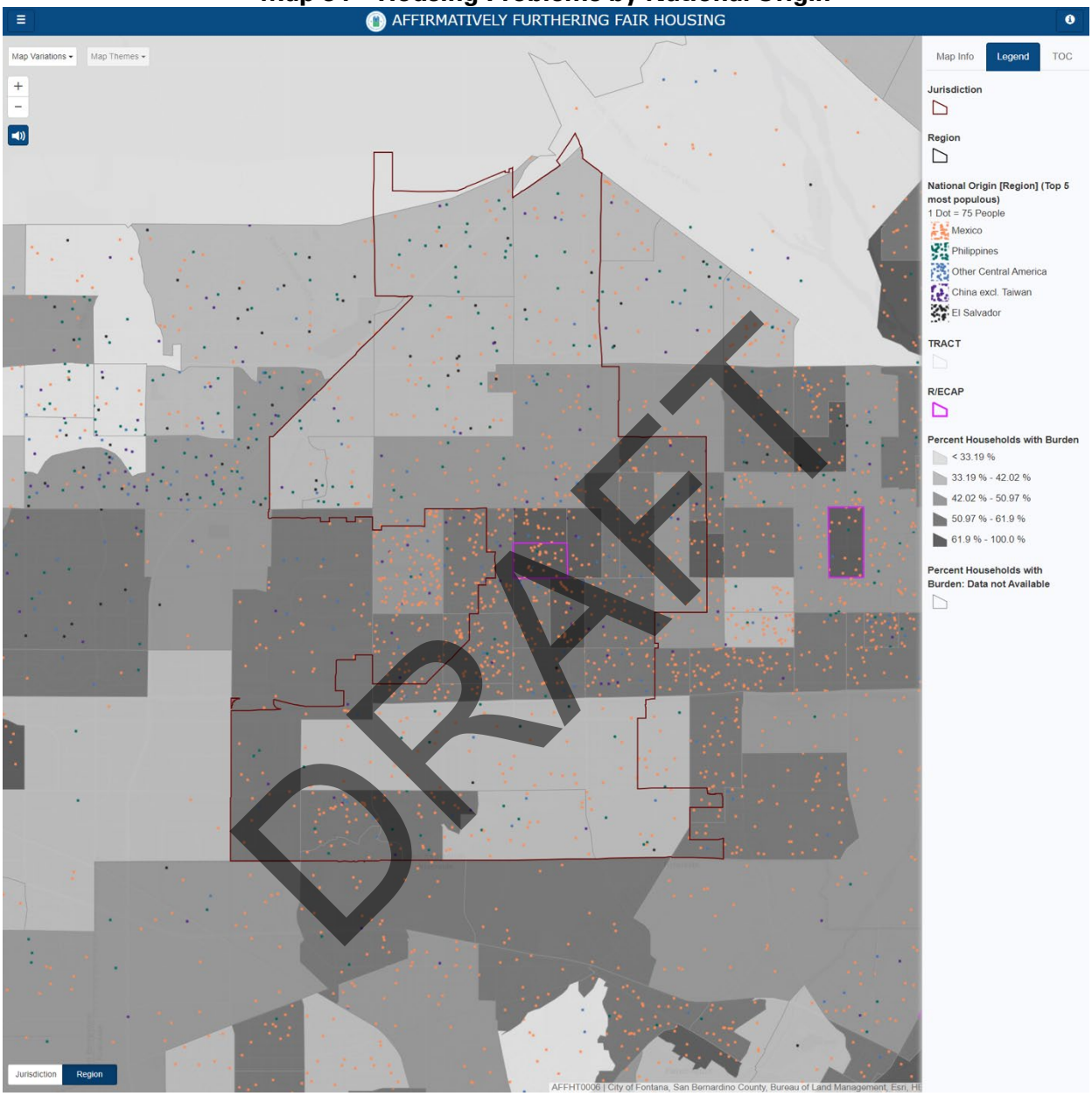
In Fontana, the highest levels of housing burden are concentrated in the central neighborhoods, where there are also significant concentrations of Hispanic residents and foreign-born populations, particularly from Mexico and Central America. These areas align

with the R/ECAP tract, suggesting that economic disparities and housing affordability challenges are more pronounced in these locations.

Map 33 – Housing Problems by Race/Ethnicity



Map 34 – Housing Problems by National Origin



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

Families with children, particularly those needing two- and three-bedroom housing units, face significant challenges in accessing appropriately sized publicly supported housing. Large households, defined as those with five or more members, often experience overcrowding due to a limited supply of affordable housing units with sufficient bedrooms.

While multi-family rental units with two or three bedrooms are available, apartments with four or more bedrooms are rare, making it difficult for large families to secure adequate space. Additionally, single-family homes with higher bedroom counts, whether for rental or ownership, remain largely unaffordable for lower-income households.

Data indicates a clear disparity between owner-occupied and renter-occupied large households. A substantial proportion of owner-occupied units in the city house five or more individuals, with approximately 64.1% of owner households falling into this category. In contrast, only 35.9% of renter households contain five or more individuals. This disparity suggests that while homeownership may offer larger housing options, lower-income renters face severe constraints in accessing spacious housing. Furthermore, securing larger rental units is more difficult due to high demand and limited supply.

Publicly supported housing stock, including Section 8 vouchers and subsidized multi-family units, does not sufficiently meet the demand for larger households. Families in need of two- and three-bedroom units often encounter long waitlists and a mismatch between available housing sizes and their actual needs. The scarcity of larger units exacerbates overcrowding, leading to potential issues related to housing deterioration and decreased quality of life.

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

Table 13 shows the percentage of households that are renters and homeowners by race/ethnicity, based on data from the *2016-2020 American Community Survey*. The data reveals significant disparities in homeownership and rental rates among racial and ethnic groups in Fontana and the broader Riverside-San Bernardino-Ontario metro area. White, non-Hispanic and AAPI households have the highest homeownership rates, with 74.56% and 83.33% of these households owning their homes in Fontana, respectively. In contrast, Black and Native American households have lower homeownership rates, with only 59.84% and 59.87% of these households owning their homes. Hispanic households, which make up the largest share of occupied housing units, have a homeownership rate of 62.82%.

Black and Native American households experience the highest renter-occupied rates, with 40.16% and 40.13% of these groups renting in Fontana. Similarly, 37.18% of Hispanic households are renters, a rate higher than that of White non-Hispanic (25.44%) and AAPI (16.67%) households. These trends persist in the larger metro area, where Black households have the highest rental rate at 56.87%, followed by Hispanic households at 40.87% and Native American households at 39.86%. White and AAPI households continue to have the lowest rental rates at 28.19% and 28.35%, respectively.

Overall, the data suggests that Black, Hispanic, and Native American households are more likely to rent than own, whereas White and AAPI households have higher homeownership rates.

Table 13 - Homeownership and Rental Rates by Race/Ethnicity

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	Fontana City, California					Riverside-San Bernardino-Ontario, CA Metro Area				
	All Occupied Units	Owner-Occupied		Renter-Occupied		All Occupied Units	Owner-Occupied		Renter-Occupied	
	#	#	%	#	%	#	#	%	#	%
All Occupied Housing Units	55,369	36,685	66.26%	18,684	33.74%	1,376,503	882,033	64.08%	494,470	35.92%
Race/Ethnicity of Householder										
White, Non-Hispanic	10,661	7949	74.56%	2712	25.44%	575,063	412,929	71.81%	162,134	28.19%
Black	5,242	3137	59.84%	2,105	40.16%	105,712	45,597	43.13%	60,115	56.87%
Hispanic (any race)	34,103	21,423	62.82%	12,680	37.18%	567,439	335,520	59.13%	231,919	40.87%
Asian or Pacific Islander	4110	3425	83.33%	685	16.67%	96,195	68,923	71.65%	27,270	28.35%
Native American	471	282	59.87%	189	40.13%	11,149	6,705	60.14%	4,444	39.86%

Note 1: Data presented are numbers of households, not individuals.

Note 2: Data Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates

Describe the public or private policies or practices, demographic shifts, economic trends, or other factors that may have caused or contributed to the patterns described above.

Historically, public and private policies and practices have contributed to disparities in homeownership and rental rates among racial and ethnic groups. Black and Hispanic households continue to have lower homeownership rates due to systemic barriers, economic trends, and demographic shifts that include the following:

- Racial segregation and redlining practices restricted Black and Hispanic families from accessing homeownership opportunities in certain neighborhoods while limiting their ability to secure mortgage loans. Government-backed mortgage insurance and low-interest home loans were primarily extended to White households, reinforcing racial wealth gaps. These exclusionary practices have had long-term effects, leaving Black and Hispanic households with lower rates of homeownership and fewer inherited assets to invest in real estate.

- The Great Recession of 2007 disproportionately impacted Black and Hispanic homeowners, as these groups were more likely to receive high-risk subprime loans before the economic downturn. When the recession led to widespread job losses, many Black and Hispanic households experienced foreclosure at higher rates than White homeowners, further reducing homeownership levels. Additionally, ongoing disparities in mortgage lending persist today, with Black and Hispanic applicants facing higher denial rates for conventional home loans compared to White and Asian applicants.

- Economic trends, including the rising cost of housing and stagnating wages, continue to make homeownership increasingly difficult for lower-income households, which are disproportionately Black and Hispanic. These groups also have higher rates of renting due to financial barriers such as lower credit scores and limited access to generational wealth. Local and state policies aimed at expanding access to affordable homeownership and rental assistance programs seek to address these disparities, but structural inequalities in wealth accumulation and lending practices continue to impact homeownership rates.

F. Local and State Policies and Practices Impacting Fair Housing

Describe how local laws, policies, ordinances, and other practices impede or promote fair housing (including how they impede or promote the siting or location of affordable housing in well-resourced

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neighborhoods, and equitable access to homeownership and other asset building and economic opportunities). Also describe any state or local fair housing laws and the characteristics protected under each law.

Fair housing challenges stem from historical segregation, restrictive zoning, and economic barriers. Past exclusionary practices have shaped where residents live and build wealth, leading to concentrated poverty and limited access to high-opportunity areas. While discrimination is now illegal, its lasting effects remain visible in housing patterns.

Zoning laws have historically restricted multifamily and affordable housing in certain areas, reinforcing segregation. Recent policy changes promote higher-density and special needs housing, but longstanding barriers persist. Permitting and approval processes also add costs and delays, making it harder to develop affordable housing in well-resourced neighborhoods.

High housing costs and limited credit access further restrict opportunities for lower-income residents. While government programs support affordable housing, demand outpaces supply. State and local fair housing laws prohibit discrimination, but enforcement gaps and systemic challenges continue to limit equitable housing access.

Describe the relationship between those laws, policies, ordinances, and other practices and the segregated or integrated areas and R/ECAP or non-R/ECAP areas.

The relationship between housing laws, policies, and segregation patterns is evident in the concentration of R/ECAPs and the distribution of integrated and segregated areas. Historically restrictive zoning and land use policies have contributed to segregation by limiting affordable housing in higher-income, well-resourced areas. As a result, R/ECAPs remain concentrated in specific neighborhoods where lower-income, predominantly non-White residents have been historically confined due to exclusionary practices and limited housing options.

Recent policy changes aimed at increasing housing density and expanding affordable housing options are promoting integration, but the legacy of past policies still affects housing patterns. Non-R/ECAP areas, which tend to have higher homeownership rates and better access to economic opportunities, continue to see fewer affordable housing developments due to lingering zoning restrictions and community opposition. These factors reinforce disparities in wealth-building and access to well-resourced neighborhoods.

Describe the status of any unresolved findings, lawsuits, enforcement actions, settlements, or judgments in which the program participant has been a party related to fair housing or other civil rights laws in Fontana.

There are no unresolved findings, lawsuits, or enforcement actions currently identified against Fontana related to fair housing or civil rights violations.

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Describe efforts to increase fair housing compliance and enforcement capacity, and to ensure compliance with existing fair housing and civil rights laws and regulations.

Efforts to increase fair housing compliance and enforcement capacity focus on proactive monitoring, education, and policy enforcement. Fontana partners with a fair housing service provider, the Inland Fair Housing and Mediation Board (IFHMB), to conduct investigations, respond to complaints, and offer legal assistance to residents facing discrimination. These efforts include regular audits of housing practices, accessibility reviews of multifamily properties, and direct assistance to tenants experiencing housing-related discrimination.

Education and outreach play a key role in ensuring compliance with fair housing and civil rights laws. IFHMB provides training sessions for landlords, property managers, and real estate professionals to teach legal obligations under fair housing regulations. Community workshops and information campaigns aim to increase awareness among residents about their rights and how to file complaints when discrimination occurs.

Policies promoting inclusive housing development focus on increasing affordable housing supply, ensuring accessibility, and expanding homeownership opportunities. The HOME Investment Partnership Program provides federal funding to support housing acquisition, rehabilitation, and development, as well as homebuyer and rental assistance. This program helps create and preserve affordable housing for low-income households. Additionally, the Section 8 Rental Assistance Program supports very low-income tenants, seniors, and disabled individuals by providing subsidies for private rental housing.

State and federal programs incentivize affordable housing development through funding mechanisms. The Low-Income Housing Tax Credit (LIHTC) Program encourages private investment in affordable rental housing by offering tax incentives for new construction and rehabilitation projects. The California Housing Finance Agency (CalHFA) Multifamily Programs provide loans to developers for the acquisition, rehabilitation, and construction of rental housing with affordable rents. The California Community Reinvestment Corporation (CCRC) facilitates private capital investment to support affordable housing projects, particularly for families, seniors, and special-needs populations.

Zoning reforms and housing policy actions further support inclusive development. Fontana has adopted policies to increase residential density, streamline approvals for affordable housing projects, and encourage mixed-income developments. Efforts include rezoning underutilized parcels to accommodate lower income housing needs and partnering with developers to preserve at-risk affordable units. Affirmatively furthering fair housing is also a key priority, ensuring new housing opportunities are equitably distributed and accessible across all income levels.

III. Fair Housing Issues and Goals

A. Fair Housing Issues

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The analysis above identified the following fair housing issues:

Concentrations of Residents by Race/Ethnicity
While segregation levels in Fontana are low, there are areas of racial/ethnic concentration in the following areas:

- Central Fontana, including the downtown area along Sierra Avenue and Merrill Avenue, extending east and west of Sierra Avenue, and the surrounding residential neighborhoods.
- South Fontana, particularly in the neighborhoods south of Jurupa Avenue and north of the Interstate 10 corridor, where Hispanic residents form the dominant population group.
- East Fontana, in the residential areas east of Citrus Avenue and north of Baseline Avenue, where there are significant concentrations of Hispanic and AAPI residents.
- Northwest Fontana, in the neighborhoods west of Sierra Avenue and north of the 210 Freeway, where diverse racial and ethnic groups reside, including Hispanic, Black, and AAPI residents.

Additionally, publicly supported housing is generally clustered in areas with existing racial/ethnic concentration, reinforcing patterns of segregation rather than fostering broader geographic integration across Fontana.

R/ECAPs
Fontana contains one R/ECAP Census Tract in the central part of the city. This tract is predominantly Hispanic and has a high concentration of foreign-born residents of Mexican origin, and Spanish-speaking LEP individuals. There is also a high proportion of families with children in the R/ECAP.

Disparities in Access to Opportunities
Census tracts in the city's northern and southern generally have better access to opportunity, including high levels of economic opportunity, labor market engagement, and lower exposure to poverty and environmental hazards. Conversely, central areas, especially those with high concentrations of Hispanic and low-income residents, face greater barriers in terms of economic mobility, educational attainment, and environmental health.

Disproportionate Housing Problems
The highest levels of housing burden in the city are concentrated in the central neighborhoods, where there are also significant concentrations of Hispanic residents and foreign-born populations, particularly from Mexico and Central America. These areas align with the R/ECAP tract, suggesting that economic disparities and housing affordability challenges are more pronounced in these locations.

Regarding specific groups experiencing disproportionate housing problems in the city:

- American Indian and Alaska Native households experience disproportionate need in the <30% AMI range.

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- Asian households experience disproportionate need in the 30-50% AMI and 80-100% AMI ranges.
- Pacific Islander households experience disproportionate need in the 50-80% AMI range.
- Black/African American households experience disproportionate need in the 80-100% AMI range.

Disparities in Access to Homeownership

Black, Hispanic, and Native American households are less likely to be homeowners in Fontana likely to rent than own, whereas White and AAPI households have higher homeownership rates.

B. Fair Housing Goals

The City's recent Housing Element identified the following contributing factors to the fair housing issues present in the city, and detailed the goals and actions the City will take to address them:

Lending Discrimination

Hispanic and African American individuals or families experienced lower loan approval rates than other groups when purchasing or refinancing a home in the City. African Americans continue to have the lowest approval rates for home purchase loans and Hispanics have the lowest approval rate for refinance loans. To address this issue, the City will monitor HMDA data and affirmatively market the availability of first-time homebuyer assistance programs that provide down payment assistance to low- and moderate-income homebuyers. The City will also provide written outreach to lending institutions regarding the City's commitment to eliminate racial discrimination in lending patterns; encourage attendance of all staff at Inland Fair Housing and Mediation Board (IFHMB) workshops; and provide flyers regarding FTHB education, including IFHMB's FAQ on the City's website.

Discrimination Based on Disability

Complaints received by the City's contracted fair housing service provider based on disability continue to be the leading basis of all discrimination complaints. This demonstrates a lack of understanding and sensitivity of the fair housing rights of the disabled by the housing industry. To address this issue, the City will continue working with their contracted fair housing service provider to provide recommendations of properties believed to be discriminatory in their practices as information is received; facilitate accessibility reviews of multi-family properties; and distribute design and construction information to all who inquire about building permits.

Fair Housing Education

There is an increasing number of fair housing complaint intakes performed by the City's contracted fair housing service provider. Furthermore, their interactions with housing providers and housing seekers during workshops have demonstrated a lack of understanding of both Federal and State fair housing laws. To address this issue, the City

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will continue working with IFHMB to provide opportunities for conducting Fair Housing workshops in the City and providing IFHMB outreach materials as a part the City's newsletter and utility bill mailings. The City will also encourage collaboration with local realtors; provide recurring education to members of the Inland Valleys Association of Realtors; offer no-cost Fair Housing workshops; and develop a fair housing FAQ for the City's website.

Transit Access

Omnitrans does not have a bus route connecting the public transit system to the Falcon Ridge and Summit shopping centers located on either side of Summit Avenue off the 1-15 freeway in North Fontana. This is a major employment center that includes shops, restaurants, and stores such as Target, Kohls, Staples, and Stater Brothers. Additionally, bus route 82 is the southwestern-most as well as the northernmost bus route in the City, running east-west in the south for miles along Jurupa Avenue, and north along Sierra Avenue from Jurupa up to the 210 freeway. An extension of this line or another route along Slover Avenue just south of the 10 freeway would connect residents to two of the top 10 employers in Fontana that are not located within one-half mile of a bus stop. To increase transit access, the City will continue to build and expand public transportation opportunities servicing the Falcon Ridge / Summit Avenue Job Center and the Southwest Industrial / Jurupa Hills Job Centers.

Reasonable Accommodation

A significant portion of the housing in Fontana was built before the advent of modern accessibility standards, thus modifications to homes may be needed to allow access by a disabled person. To address this issue and comply with Federal and State housing laws (SB 520), the City will analyze existing land use controls, building codes, and permit and processing procedures to determine constraints they impose on the development, maintenance, and improvement of housing for persons with disabilities. Based on its findings, the City will develop a policy for reasonable accommodation to provide relief from Code regulations and permitting procedures that have a discriminatory effect on housing for individuals with disabilities. The procedures shall include the process for requesting accommodation, a timeline for processing and appeals, criteria for determining whether a requested accommodation is reasonable, and ministerial approval for minor requests.

Public Investment in Specific Neighborhoods

Neighborhoods in the center of the city lack access to economic and educational opportunities. To address this issue, the City of Fontana has identified a total of 8 sites to accommodate future housing in a R/ECAP area. The 8 sites estimate a total of 216 potential units, 151 of which are estimated to be affordable to lower income households. The City recognizes the unique needs of R/ECAP areas will schedule at least two (2) targeted outreach meetings in the designated R/ECAP area to better understand community needs as they are related to housing. The City will work with interested developers to support affordable housing options in the R/ECAP area with a focus on quality design and access to economic and educational resources.

Availability of Affordable Housing

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The need for affordable housing outpaces the supply of housing in Fontana. To address this issue, the City will seek to increase affordable housing options for lower income residents across the City. The City's sites strategy will take an aggressive approach to promote affordable housing in higher resource areas and will meeting with local and regional stakeholders to increase the feasibility and development of affordable housing. The City will streamline affordable housing projects, and provide additional incentives when funding is available. Additionally, the City will work with developer to potentially utilize the existing Inclusionary Ordinance.

Access to Proficient Education

Disparities in access to high quality schools disproportionately impacts protected class groups in the city, in large part due to limited affordable housing options near high-performing schools. To address this issue, the City has identified parcels adjacent to local schools for housing opportunities. Additionally, with the Fontana Unified School Districts support, parcels owned by FUSD have been identified near schools for rezone to increase density. The City will support housing opportunities adjacent to educational institutions and schools in order to decrease challenges related to access and commuting. The City will partner with FUSD annually to gather insight via community outreach about key housing and economic needs of FUSD families and students.

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8353 Sierra Avenue
Fontana, CA 92335

City of Fontana

Action Report

City Council Meeting

File #: 25-0075
Agenda #: C.

Agenda Date: 3/25/2025
Category: Public Hearing

FROM:
Housing

SUBJECT:
Public Hearing and Adoption of Updated Citizen Participation Plan for U.S. Department of Housing and Urban Development (HUD) Grants

RECOMMENDATION:
Adopt the draft Citizen Participation Plan

COUNCIL GOALS:

- Increase citizen involvement by seeking community input.
- Concentrate on Inter-governmental relations by pursuing financial participation from county, state and federal governments.

DISCUSSION:
The City of Fontana receives Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) funds from the U.S. Department of Housing and Urban Development (HUD) each year. To continue receiving these funds, the City must prepare and update periodically a Citizen Participation Plan (CPP). This document sets forth the City's policies and procedures for providing citizens and other interested parties with opportunities to participate in an advisory role in the planning, implementation, and evaluation of the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) programs.

The City has previously developed the following procedures for adopting its CPP:

A. *Plan Review and Comment*
The draft CPP shall be made available for public review for a 30-day period. The CPP shall be provided in a format accessible to persons with disabilities upon request. The CPP will encourage comment and participation by minority and non-English speakers. Publication of the plan will be advertised in Spanish and translation services will be available upon request in accordance with the City's Language Access Plan (LAP). Written comments will be accepted by the Housing Department's staff during the public review period. A summary of all written comments received, or oral comments provided during the public hearing as well as the City's responses will be attached to the CPP prior to submission to HUD.

B. *Public Hearing*
The City Council shall conduct a public hearing to accept public comments on the draft CPP. The City Council may approve or reject the CPP.

C. Submittal to HUD

The CPP must be approved as a stand-alone planning document. The City shall submit to HUD: the approved document, a summary of all written comments and those received during the public hearing as well as the City's responses, and proof of compliance with the minimum 30-day public review and comment period requirement. A summary of any comments or views not accepted and the reasons therefore shall be supplied to HUD.

As part of the five-year planning cycle for CDBG, HOME, and ESG programs, the CPP was reviewed by staff and updated to be compliant with any new regulations that may have implemented since the last revision. All revisions to the previously adopted CPP were administrative in nature.

In compliance with federal regulations and the City's adopted CPP, the Notice of Public Hearing and notice of availability of the aforementioned draft document was published in the Press Enterprise, San Bernardino Sun and the El Chicano on February 20, 2025.

The draft documents were made available for public review and comment from February 24, 2025 through March 25, 2024 at the Library and multiple locations at City buildings. Additionally, it was posted on the City's website. The Public Hearing scheduled for March 25, 2025, at 2:00 p.m. provides another opportunity for public input. Any and all comments received during the process (at public meetings and/or in writing) with respect to a particular draft document will be incorporated into the final draft document, as applicable, prior to submission to HUD.

FISCAL IMPACT:
No Fiscal Impact.

MOTION:
Approve Staff Recommendation.

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CALIFORNIA

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City of Fontana

Citizen Participation Plan

U.S. Department of Housing and Urban Development (HUD)
Community Planning and Development Grant Programs

Draft 2025

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Citizen Participation Plan

City of Fontana, California

As required by the U.S. Department of Housing and Urban Development (HUD) regulations found at 24 CFR 91.105, this Citizen Participation Plan sets forth the City of Fontana's policies and procedures for providing citizens and other interested parties with opportunities to participate in an advisory role in the planning, implementation, and evaluation of the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) programs.

The purpose of the CDBG program is the provision of decent housing, a suitable living environment, and expanded economic opportunities for low- and moderate-income residents earning less than 80 percent of the Area Median Income, or in predominantly low- and moderate-income neighborhoods where at least 51 percent of the households are low and moderate-income households. The purpose of the HOME program is to increase the supply of affordable housing for low- and moderate-income households, expand the capacity of nonprofit housing providers, and leverage private sector participation in the provision of affordable housing. The purpose of the ESG program is to address homelessness through one or more activities including street outreach, emergency shelter, homelessness prevention assistance, and rapid re-housing assistance.

As a recipient of CDBG, HOME, and ESG funds, the City is required to produce the following Consolidated Plan Documents:

1. Citizen Participation Plan (CPP) – the City's policies and procedures for community participation in the planning, implementation, and evaluation of the CDBG, HOME, and ESG programs.
2. Analysis of Impediments to Fair Housing Choice or Assessment of Fair Housing (AI or AFH) – a five-year plan completed by the City individually or as part of a local consortium of other HUD grantees pursuant to HUD guidance for the evaluation of local housing conditions, economics, policies and practices and the extent to which these factors impact the range of housing choices and opportunities available to all residents in an environment free from discrimination.
3. Consolidated Plan – a five-year plan that documents the City of Fontana's housing and community development needs, outlines strategies to address those needs and identifies proposed program accomplishments.
4. Annual Action Plan – an annual plan that describes specific CDBG, HOME, and ESG projects and activities that will be undertaken over the course of the program year, which runs from July 1 to June 30.
5. Consolidated Annual Performance and Evaluation Report (CAPER) – an annual report that evaluates the City's accomplishments and use of CDBG, HOME, and ESG funds.

The HUD requirements for citizen participation do not restrict the responsibility or authority of the City of Fontana for the development and execution of the

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Consolidated Plan Documents, but rather facilitate citizen access to, and engagement with the CDBG, HOME, and ESG programs.

There will be a minimum of two (2) public hearings at which citizens may express their views concerning the Consolidated Plan Documents. These public hearings shall occur at two different points during the program year, as directed by Fontana city staff. If necessary, additional public hearings and comment periods will be held in the development of the Consolidated Plan and in the event that substantial amendments to the Citizen Participation Plan, Consolidated Plan, or Action Plan become necessary as described later in this document. The City, at its discretion, may conduct additional outreach, public meetings, or public hearings as necessary to foster citizen access and engagement.

A. Encouragement of Citizen Participation

The City of Fontana provides for and encourages citizens to participate in the development of the CPP, Consolidated Plan, Action Plan, CAPER, and AI or AFH. The City encourages participation by low- and moderate-income persons, particularly those living in slum and blighted areas (if any such areas are formally designated) and in areas where Community Planning and Development (CPD) funds are proposed to be used, and by residents of predominantly low- and moderate-income neighborhoods[1]. The City will also take appropriate actions to encourage the participation of all its citizens, including minorities and Limited English Proficiency (LEP) persons, as well as persons with disabilities.

The City of Fontana's Language Access Plan (LAP) determines how the city will meet federal requirements to make reasonable efforts to provide language assistance to ensure meaningful access for LEP persons to the City's programs and activities. Meaningful access is understood as language assistance that results in accurate, timely, and effective communication and is available at no cost to the LEP individual. To determine city residents' language needs, the city conducts a "Four Factor Analysis" in accordance with U.S. Department of Justice LEP Guidance; evaluating: 1) the number or proportion of LEP persons in the population to be served, 2) the frequency with which LEP persons come into contact with the program activity or service, 3) the importance of the service, information, program, and/or activity, and 4) the resources, financial and human, available to the City. The analysis was conducted in the context of "safe harbor" thresholds provided by the U.S. Department of Housing and Urban Development (HUD). Based on the results of the assessment the translation of public notices and other vital documents will be determined.

The City will make a concerted effort to notify and encourage the participation of citizens, local and regional institutions, the local Continuum of Care organization addressing homelessness, and public and private organizations including businesses, developers, nonprofit organizations, philanthropic organizations, community-based and faith-based organizations, broadband internet service providers, organizations engaged in narrowing the digital divide, agencies whose primary responsibilities

[1] Predominately low- and moderate-income neighborhoods are defined as those in which 51% of the residents have incomes at or below 80% of area median income, as determined with HUD-supplied data.

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include the management of flood prone areas, public land or water resources, emergency management agencies, state and local health service providers, social service providers, fair housing organizations, state and local governments, public housing agencies/authorities (PHA) and residents thereof, affordable housing developers, businesses, community and faith based organizations, and other stakeholders in the amendment of the CPP or the development of the AI or AFH, Consolidated Plan, Annual Action Plans through mailings (including electronic mailings), online postings, and public notices in the newspaper.

The City may also explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods, and the review of program performance as directed by the Deputy City Manager. Unless otherwise noted in this document, all communication regarding the CPP and the Consolidated Plan documents should be directed to:

Mary Aguilar, Project Specialist
Housing Department
8353 Sierra Avenue
Fontana, CA 92335
(909) 350-6606

B. Citizen Participation Plan (CPP)

The following describes the process and procedures related to the development of the CPP.

1. Plan Development

The City's CPP development procedures are outlined below.

a. Plan Review and Comment

The draft CPP shall be made available for public review for a 30-day period. The CPP shall be provided in a format accessible to persons with disabilities upon request.

The CPP will encourage comment and participation by minority and non-English speakers. Publication of the plan will be advertised in Spanish and translation services will be available upon request in accordance with the City's LAP.

Written comments will be accepted by the Housing Department's Project Specialist or designee during the public review period. A summary of all written comments received, or oral comments provided during the public hearing as well as the City's responses will be attached to the CPP prior to submission to HUD.

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b. Public Hearing

The City Council shall conduct a public hearing to accept public comments on the draft CPP. The City Council may approve or reject the CPP.

c. Submittal to HUD

The CPP shall be approved as a stand-alone document. The City shall submit to HUD: the approved document, a summary of all written comments and those received during the public hearing as well as the City's responses, and proof of compliance with the minimum 30-day public review and comment period requirement. A summary of any comments or views not accepted and the reasons therefore shall be supplied to HUD.

2. Amendments

The City shall amend the CPP, using the following procedures, as needed:

a. Amendment Considerations

The City shall amend the CPP, as necessary, to ensure adequate engagement and involvement of the public in making decisions related to the programs and documents governed by 24 CFR Part 91. Formal amendment of the CPP may be required should a provision be found by the City to conflict with HUD regulations.

b. Public Review and Comment

Amendments to the CPP shall be made available for public review for a 30-day period. A public hearing shall be conducted by the City Council at a regularly scheduled meeting so that citizens may express their views. Written comments will be accepted by the Housing Department's Project Specialist or designee during the public review period. A summary of all written comments received, or oral comments provided during the public hearing as well as the City's responses will be attached to the amended CPP prior to submission to HUD.

Minor edits to the CPP, such as updating contact information or technical details about schedules and publications, will not constitute a "Substantial Amendment", and therefore, will not be released for public review and comment. Copies will be made available following the process described in Section G of this document.

c. Public Hearing

The City Council shall conduct a public hearing to review and accept public comments on the draft amendment to the CPP. The City Council may approve or reject the amendment to the CPP.

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d. Submittal to HUD

A copy of the Amended CPP, including a summary of all written comments and those received during the public hearing as well as the City's responses and proof of compliance with the minimum 30-day public review and comment period requirement shall be submitted to HUD for their records. A summary of any comments or views not accepted and the reasons therefore shall be supplied to HUD as applicable.

C. Five-Year Consolidated Plan

The following paragraphs describe the policies and procedures for the development of the Five-Year Consolidated Plan. To comply with 24 CFR Part 91.105(b), the information supplied in the draft Consolidated Plan for public review will include:

- Amount of assistance the City expects to receive (grant funds and program income)
- Range of activities that may be undertaken
- Estimated amount of funding that will benefit low- and moderate-income persons

The City shall also provide an assessment of community development and housing needs and identify short term and long-term community development objectives directed toward the provision of decent housing and the expansion of economic opportunities primarily for persons of low- and moderate-income.

Additionally, the City must attest to its compliance with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24, as effectuated by the City's adopted Residential Anti-Displacement and Relocation Assistance Plan, as required under Section 104(d) of the Housing and Community Development Act of 1974, as amended. Persons displaced as a result of HUD-assisted activities, whether implemented by the City or by others, shall receive relocation benefits as required under Federal Law.

The City will make this information available in the Consolidated Plan published for comment and review.

1. Plan Development

The City encourages the participation of residents and stakeholders in the development of the Consolidated Plan. The City shall follow the following procedure to prepare and adopt the Consolidated Plan:

a. Plan Considerations

As soon as feasible after the start of the public participation process the City will make the HUD-provided data and any other supplemental information available to residents, public agencies and other interested parties by posting

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the data on the City's website and referencing this information in public notices.

A variety of mechanisms may be utilized to solicit input from residents, service providers, agencies, and other stakeholders. These include, but are not limited to, telephone or personal interviews, focus groups, surveys, and consultation and community workshops.

b. Plan Review and Comment

The complete draft Consolidated Plan shall be made available for public review for a 30-day period. The Consolidated Plan shall be provided in a format accessible to persons with disabilities upon request.

The plan will encourage comment and participation by LEP persons. Publication of the plan will be advertised in compliance with the City's LAP.

The plan will encourage comments and participation by low- and moderate-income residents, especially those living in low- and moderate-income neighborhoods, in areas where CDBG, HOME, and/or ESG funds are proposed to be used and residents of public and assisted housing. Activities to encourage participation may include, but are not limited to, advertising publication of the Consolidated Plan in target areas, hosting community meetings in target areas, and making copies of the plan available in public buildings. Copies will be made available following the process described in Section G of this document.

Written comments will be accepted by the Housing Department's Project Specialist or designee during the public review period. A summary of all written comments and those received, or oral comments provided during the public hearing as well as the City's responses will be attached to the Consolidated Plan prior to submission to HUD.

c. Public Hearing

The City Council shall conduct a public hearing to accept public comments on the draft Consolidated Plan. Section G describes the process for publishing notice and conduct of public hearings.

d. Submittal to HUD

The Consolidated Plan shall be submitted to HUD with a summary of all written comments and those received during the public hearing as well as the City's responses and proof of compliance with the minimum 30-day public review and comment period requirement. A summary of any comments or views not accepted and the reasons therefore shall be supplied to HUD as applicable. The Consolidated Plan will be submitted to HUD 45 days before the program year pursuant to regulations, unless otherwise directed by HUD.

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2. Consolidated Plan Amendment

The City shall follow the following procedure to complete substantial and minor amendments to the Consolidated Plan, as needed:

a. Amendment Considerations

The City shall substantially amend the Consolidated Plan if a "substantial change" is proposed by City staff or the City Council. For the purpose of the Consolidated Plan, a "substantial change" is defined as: the addition or removal of Strategic Plan goals.

The City may make minor changes to the Consolidated Plan, as needed, so long as the changes do not constitute a substantial amendment as described above. Changes to numeric accomplishment goals within an existing strategic plan goal shall not constitute a substantial amendment. Such changes to the Consolidated Plan will not require public review or a public hearing.

b. Public Review and Comment

The City encourages residents and stakeholders to participate in the development of substantial amendments. Substantial Amendments to the Consolidated Plan shall be made available for public review for a 30-day period prior to City Council consideration at a scheduled public hearing. Written comments will be accepted by the Housing Department's Project Specialist or designee during the public review period. A summary of the comments and the City's responses to the comments will be attached to the Consolidated Plan Substantial Amendment.

The City will encourage participation from all residents, especially low- and moderate-income residents, minorities, and LEP persons in compliance with the City's LAP, and those with disabilities. The City will take efforts to make the plan accessible to all such groups. Copies will be made available following the process described in Section G of this document.

c. Public Hearing

The City Council shall conduct a public hearing to accept public comments on the draft amendment to the Consolidated. Section G describes the process for publishing notice for and conducting public hearings.

d. Submittal to HUD

A copy of the Amended Consolidated Plan, including a summary of all written comments and those received during the public hearing as well as the City's responses and proof of compliance with the minimum 30-day public review and comment period requirement shall be submitted to HUD for their records. A summary of any comments or views not accepted and the reasons therefore shall be supplied to HUD as applicable.

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D. Annual Action Plan

The following describes the process and procedures related to the development of the Annual Action Plan.

e. Plan Review and Comment

The draft Annual Action Plan incorporating the City's proposed uses of CDBG, HOME, and ESG funds shall be made available for public review for a 30-day period. The City will encourage participation from all residents, especially low- and moderate-income residents, minorities, LEP persons, and those with disabilities. The City will make the plan accessible to all such groups. Copies will be made available following the process described in Section G of this document.

Written comments will be accepted during the public review period by the Housing Department's Project Specialist or designee. A summary of the comments and the City's responses to the comments will be attached to the draft Action Plan.

f. Public Hearing

The City Council shall conduct a public hearing to accept public comments on the draft Annual Action Plan. The City Council may approve or reject the Action Plan and authorize its submission to HUD. Section G describes the process for publishing notice and conduct of public hearings.

g. Submittal to HUD

Upon adoption of the Annual Action Plan pursuant to HUD regulations, the City Council shall direct City staff to submit the Action Plan to HUD. Documents related to the public participation process, including copies of public notices and a summary of all public comments received, shall be attached to the Action Plan. The Action Plan will be submitted to HUD at least 45 days before the program year pursuant to regulations, or as otherwise allowed or required by HUD.

3. Annual Action Plan Amendment

The City shall complete substantial and minor amendments to the Annual Action Plan, as needed, as follows:

a. Amendment Considerations

The City shall substantially amend the Action Plan if a "substantial change" is proposed by City staff or the City Council. For the purpose of the Action Plan, a "substantial change" is defined as:

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- Addition of a new activity not previously identified in the Action Plan, without regard to funding source;
- Cancelation of an existing activity identified in the Action Plan, without regard to funding source;
- A change in the purpose, scope, location or beneficiaries of an activity; or
- Changes in the use of CDBG, HOME, and ESG funds from one eligible activity to another eligible activity meeting the following thresholds:

	Substantial Amendment	**Minor Amendment**
Net Change	>100% of the activity allocation	<100% of the activity allocation

*Allocation should be understood as amount from most recent Amendment

The City may make minor changes to the Action Plan, as needed, so long as the changes do not constitute a substantial amendment as described above. Such minor changes to the Action Plan will not require public review or a public hearing before the City Council.

b. Public Review and Comment

The City encourages citizen participation in the development of substantial amendments. Substantial Amendments to the Annual Action Plan shall be made available for public review for a 30-day period. Written comments will be accepted during public review period. Comments should be directed to the Housing Department's Project Specialist or designee. A summary of the comments and the City's responses to the comments will be attached to the Action Plan Substantial Amendment.

The City will encourage participation from all residents, especially low- and moderate-income residents, minorities, LEP persons, and those with disabilities. The City will take efforts to make the plan accessible to all such groups. Copies will be made available following the process described in Section G of this document.

c. Public Hearing

The City Council shall conduct a public hearing to review and consider the Substantial Amendment to the Action Plan. The City Council shall accept public comments on the Substantial Amendment to the Action Plan at the public hearing. After public comments are heard and considered by the City Council, the City Council shall approve, approve with modifications, or deny the request for a substantial amendment to the Action Plan. Section G describes the process for publishing notice and conduct of public hearings.

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d. Submittal to HUD

A copy of the Substantial Amendment to the Annual Action Plan along with copies documenting the public participation process (i.e. public notices and public comments) shall be submitted to HUD for their records.

E. Consolidated Annual Performance and Evaluation Report (CAPER)

The following describes the process and procedures related to the development of the Consolidated Annual Performance and Evaluation Report (CAPER):

1. Plan Development

The City shall follow the following procedure in the drafting and adoption of Consolidated Annual Performance and Evaluation Report (CAPER):

a. Plan Considerations

Staff will evaluate and report the accomplishments of the previous program year for CDBG, HOME and ESG, and will summarize expenditures that took place during the previous program year.

b. Plan Review and Comment

The City encourages citizen participation in the development of the CAPER. The draft CAPER shall be made available for public review for a 15-day period. Written comments will be accepted during public review period by the Housing Department's Project Specialist or designee. A summary of any written comments received, or oral comments provided during the public hearing and the City's responses to the comments will be attached to the draft CAPER. Copies will be made available following the process described in Section G of this document.

The City encourages citizen participation in the development of the CAPER. The draft CAPER shall be made available for public review for a 15-day period. Written comments will be accepted during public review period by the Housing Department's Project Specialist or designee. A summary of the comments and the City's responses to the comments will be attached to the draft CAPER. Copies will be made available following the process described in Section G of this document.

c. Public Hearing

The City Council shall conduct a public hearing to accept public comments on the draft CAPER. After public comments are heard and considered by the City Council, the City Council shall approve or reject the CAPER.
Section G describes the process for publishing notice for and conducting public hearings.

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d. Submittal to HUD

Upon adoption of the CAPER pursuant to HUD regulations, the City Council shall direct City staff to submit the CAPER to HUD. Documents related to the public participation process, including copies of public notices and a summary of all public comments received, shall be attached to the CAPER. The CAPER shall be submitted to HUD within 90 days following the end of the program year pursuant to regulations.

F. Analysis of Impediments (AI) to Fair Housing Choice or Assessment of Fair Housing (AFH)

The Analysis of Impediments to Fair Housing Choice (AI) or Assessment of Fair Housing (AFH) is a five-year plan completed by the City individually or as part of a local consortium of other HUD grantees pursuant to HUD guidance for the evaluation of local housing conditions, economics, policies and practices and the extent to which these factors impact the range of housing choices and opportunities available to all residents in an environment free from discrimination. HUD currently requires the jurisdiction to prepare an AI document. The following describes the process and procedures related to the development of the AI or AFH.

1. Plan Development

The City shall follow the following procedure in the drafting and adoption of the AI or AFH:

a. Plan Considerations

As soon as feasible after the start of the public participation process for the AI or AFH, the City will make the HUD-provided data and any other supplemental information available to residents, public agencies and other interested parties by posting the data on the City's website and referencing this information in public notices.

b. Plan Review and Comment

The draft AI or AFH shall be made available for public review for a 30-day period. Written comments will be accepted during public review period by the Housing Department's Project Specialist or designee. A summary of the comments and the City's responses to the comments will be attached to the draft AI or AFH. Copies will be made available following the process described in Section G of this document.

c. Public Hearing

The City Council shall conduct a public hearing to accept public comments on the draft AI or AFH. The City Council shall approve or reject the AI or AFH.

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Section G describes the process for publishing notice for and conducting public hearings.

d. Submittal to HUD

Upon adoption of the AI, the City shall retain the AI in its records and annually report on the status and disposition of the Fair Housing Plan recommendations. Upon adoption of an AFH, the City shall submit the AFH to HUD for review and acceptance or rejection. The goals of the AFH shall be incorporated into the Consolidated Plan prior to submission of the Consolidated Plan to HUD.

2. AI or AFH Amendment

The City shall follow the following procedure to complete substantial amendments to AI or AFH, as needed.

a. Amendment Considerations

The City shall substantially amend the AI if a "substantial change" is proposed by City staff or the City Council. For the purpose of the AI, a "substantial change" is defined as the addition or deletion of Fair Housing Plan recommendations.

The City shall substantially amend the AFH if a "substantial change" is proposed by City staff or the City Council or as otherwise required by HUD. An AFH that was previously accepted by HUD must be revised and submitted to HUD for review if a material change occurs. A material change is a change in circumstances in the jurisdiction of a program participant that affects the information on which the AFH is based to the extent that the analysis, the fair housing contributing factors, or the priorities and goals of the AFH no longer reflect actual circumstances. Examples include Presidentially declared disasters, under title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), in the program participant's area that are of such a nature as to significantly impact the steps a program participant may need to take to affirmatively further fair housing; significant demographic changes; new significant contributing factors in the participant's jurisdiction; and civil rights findings, determinations, settlements (including Voluntary Compliance Agreements), or court orders; or, upon HUD's written notification specifying a material change that requires the revision. A revision to the AFH consists of preparing and submitting amended analyses, assessments, priorities, and goals that take into account the material change, including any new fair housing issues and contributing factors that may arise as a result of the material change.

b. Public Review and Comment

The City encourages residents and stakeholders to participate in the development of substantial amendments. Substantial Amendments to the AI or AFH shall be made available for public review for a 30-day period. Written

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comments will be accepted by the Economic Development Department Administrative Secretary or designee during the public review period. A summary of the comments and the City's responses to the comments will be attached to the Consolidated Plan Substantial Amendment.

The City will encourage participation from all residents, especially low- and moderate-income residents, minorities, LEP persons, and those with disabilities. The City will take efforts to make the plan accessible to all such groups. Copies will be made available following the process described in Section G of this document.

c. Public Hearing

The City Council shall conduct a public hearing to accept public comments on the draft amendment to the AI or AFH. The City Council may approve or reject the amendment to the AI or AFH. A revised AFH must be submitted within 12 months of the onset of a material change that triggers a "Substantial Amendment," or at such later date as HUD may specify. Section G describes the process for publishing notice for and conducting public hearings.

G. Public Hearings, Notification and Access

The following policies and procedures outlining the public hearing process and public hearing notification apply to the development and substantial amendment of the Consolidated Plan, CPP, Annual Action Plan, CAPER, and AI or AFH.

1. Public Meetings and Hearings

a. Public Hearing Process

The City will conduct at least two (2) public hearings per year to obtain citizens' views and comments on planning documents during the public review and comment period. These meetings will be conducted at different times of the program year and together will cover the following topics:

- Housing and Community Development Needs
- Development of Proposed Activities
- Review of Program Performance

During a program year when the City develops an AI or AFH and Consolidated Plan, at least one public hearing will be conducted prior to the draft AI or AFH and Consolidated Plan being published for comment.

b. Public Hearing Notification

Staff will ensure adequate advanced notice of all public meetings and hearings. Notices will be printed/posted at least 14 days prior to the meeting date. Adequate noticing will include:

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- Printing notices in the *San Bernardino Sun*, and/or possibly other newspapers of general circulation in the City;
- Display copies of notices on the City's website; and
- Posting notices at City Hall.

Notices will include information on the subject and topic of the meeting including summaries when possible and appropriate to properly inform the public of the meeting. Notices will be published in accordance with the City's LAP and will be accessible to those with disabilities. Meeting locations and access are described below.

2. Documents for Public Review

Staff will ensure adequate advanced notice of all public review/comment periods. Notices will be printed/posted prior to the commencement of the public review period alerting residents of the documents for review and providing a summary of the contents of the documents to include information on the content and purpose of the document and the list of locations where copies of the entire draft document(s) may be reviewed. The public comment period for each Consolidated Plan document and substantial amendment to each document subject to public review is listed below:

Document	Length of Public Comment Period
Consolidated Plan	30 days
Action Plan	30 days
CAPER	15 days
AI or AFH	30 days
Citizen Participation Plan	30 days

The City will ensure that documents are available for disabled, minority residents and LEP persons.

Adequate noticing will include:

- Printing notices in the *San Bernardino Sun* and/or possibly other newspapers of general circulation in the City;
- Display copies of notices on the City's website; and
- Posting notices at City Hall.

The City will place an adequate supply of draft copies of each document and substantial amendments to each document subject to public review at the following locations:

City Hall: City Clerk's Office
8353 Sierra Ave
Fontana, CA, 92335

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City Hall: Housing Department
8353 Sierra Ave
Fontana, CA, 92335

Fontana Lewis Library & Technology Center
8437 Sierra Ave
Fontana, CA 92335

Materials will also be posted to the City website at:
https://www.fontanaca.gov/622/Federal-Grant-Programs

All printed reports and materials shall be made available in a form accessible to persons with disabilities, upon request.

3. Access to Meetings

Unless otherwise noted, Public Hearings requiring City Council action will be conducted in front of the Fontana City Council at 2:00 P.M. at the Fontana City Hall Council Chambers (8353 Sierra Ave, Fontana, CA 92335). For public hearings not requiring City Council participation, the City will make every reasonable effort to conduct such hearings in the low- and moderate-income target areas and at times accessible and convenient to potential and actual beneficiaries.

Efforts to ensure this may include, but are not limited to, scheduling meetings in target neighborhoods, scheduling meetings during the evening and weekend and requesting feedback from neighborhood groups and stakeholders for guidance in effective meeting scheduling. Such hearing will be posted and advertised to allow sufficient notice to all interested persons.

In accordance with the City's LAP, Spanish translation is available at all public hearings if the Department of Housing and Business Development Project Specialist receives such a request at least 48 hours prior to the public hearing. The Housing Department Project Specialist may be reached at:

Mary Aguilar, Project Specialist
Housing Department
8353 Sierra Avenue
Fontana, CA 92335
(909) 350-6606

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It is the intention of the City to comply with the Americans with Disabilities Act (ADA) in all respects. If an attendee or participant at a public hearing needs special assistance beyond what is normally provided, the City will attempt to accommodate these people in every reasonable manner. Efforts may include, but are not limited to, accessible seating, video recording for those homebound, sign language services and production of written transcripts. The City's Housing Department Project Specialist must be notified at least 48 hours prior to the public hearing. The Housing Department Project Specialist may be reached at:

Mary Aguilar, Project Specialist
Housing Department
8353 Sierra Avenue
Fontana, CA 92335
(909) 350-6606

4. Access to Consolidated Plan Documents and Records

All approved Consolidated Plan Documents, and any approved amendments thereto, will be kept on file by the City at the City Hall Housing Department (8353 Sierra Avenue, Fontana, CA 92335), online at: https://www.fontanaca.gov/622/Federal-Grant-Programs and can be made available to those requesting the plan. The Consolidated Plan Documents shall be provided in a format accessible to persons with disabilities upon request. Such formats may include, but are not limited to providing oral, Braille, electronic or large print versions of the plan to those visually impaired and delivering copies to those who are homebound. Upon request, the Consolidated Plan Documents or summaries of those documents will be made available in a manner accessible to LEP persons in accordance with the City's approved LAP or those with disabilities.

The City will ensure timely and reasonable access to information and records related to the development of the Consolidated Plan Documents, and the use of HUD CPD funds from the preceding five years. Information to be made available will include budget and program performance information, meeting minutes, and comments received by the City during the development of the Consolidated Plan and its supporting documents.

Requests for information and records must be made to the City in writing. Staff will respond to such requests within 15 working days or as soon as possible thereafter.

H. Technical Assistance

Upon request, to the extent practicable, city staff will provide technical assistance to groups representing extremely-low, low-, and moderate-income persons to develop funding requests for HUD CPD eligible activities. This may include, but is not limited to, providing information about how to fill out forms or applications, informational sources, training, and access for LEP persons, and persons with disabilities.

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"Technical assistance," as used here, does not include the provision of funds to groups requesting such assistance and the City will not write proposals for an applicant.

To request technical assistance, please contact the Housing Department Project Specialist at:

Mary Aguilar, Project Specialist
Housing Department
8353 Sierra Avenue
Fontana, CA 92335
(909) 350-6606

I. Comments and Complaints

1. Comments

Citizens or the City government, as well as agencies providing services to the community, are encouraged to state or submit their comments in the development of the Consolidated Plan Documents and any amendments to the Consolidated Plan. Written and verbal comments received at public hearings or during the comment period, will be considered and summarized, and included as an attachment to the City's final Consolidated Plan. Written comments should be addressed to:

Mary Aguilar, Project Specialist
Housing Department
8353 Sierra Avenue
Fontana, CA 92335
(909) 350-6606

A written response will be made to all written comments within ten working days, acknowledging the letter and identifying a plan of action, if necessary. Every effort will be made to send a complete response within 15 working days to those who submit written proposals or comments.

Copies of the complete final Consolidated Plan and amendments to it will be available to residents at the following locations:

City Hall: Housing Department
8353 Sierra Ave
Fontana, CA, 92335

2. Complaints

A complaint regarding the Consolidated Planning process and Consolidated Plan amendments must be submitted in writing to the Housing Department Project Specialist. A written response will be made to written complaints within 15

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working days, acknowledging the letter and identifying a plan of action, if necessary.

The City will accept written complaints provided they specify:

- The description of the objection, and supporting facts and data; and
- Provide name, address, telephone number, and a date of complaint.

J. Appeals

Appeals concerning the Consolidated Plan, statements, or recommendations of the staff should be made to the following persons in the order presented:

- Project Specialist
- Housing Manager
- Deputy City Manager
- City Manager
- City Council
- Los Angeles Area Office of HUD (if concerns are not answered)

K. Special Exceptions and Waivers

When authorized by HUD via waiver or statute to respond to an exigent or emergency situation, the City of Fontana may modify its CPP approach to conform with the flexibilities granted by HUD. These exceptions may be applied to all documents referenced in this CPP, including the CPP, Consolidated Plan, Annual Action Plan, Consolidated Annual Performance and Evaluation Report, AI/ AFH, and any amendments to these documents. Such modifications may include:

- Reduced public review period,
- Modified placement of notices and documents for public review,
- Modified structure of public hearings, or
- Alternative requirements, as identified and allowed by HUD.

In such cases, the City shall provide citizens with 5-day notice, or less per HUD direction, of public hearings or meetings of the City Council and shall provide a 5-day opportunity, or less per HUD direction, for public comment. Further, in-person public hearings will not be required when social distancing and limitation of public gatherings are recommended. All virtual hearings utilized by the City will provide reasonable notice and real-time access for citizens for questions, comments, and responses.

L. CDBG Disaster Recovery (CDBG-DR)

In the event of a federally-declared major disaster or emergency for which the City of Fontana is to receive and administer HUD disaster recovery assistance pursuant to

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the Robert T. Stafford Disaster Relief and Emergency Assistance Act and related Congressional Appropriations, either directly from HUD or through the State of California, the following citizen participation requirements shall apply to the development of Action Plans and Substantial Amendments to Action Plans for disaster recovery:

1. Before the City adopts the Action Plan for a disaster recovery grant or any substantial amendment to a disaster recovery grant Action Plan, the City will publish the proposed plan or amendment on the City website and will cross-reference with any additional disaster recovery websites established to provide information to the public concerning assistance that may be available.
2. The City and/or subrecipients will notify affected citizens through USPS and/or electronic mailings, press releases, public service announcements, public notice(s), and/or through social media.
3. The City will ensure that all citizens have equal access to information about the programs, including persons with disabilities and Limited English Proficiency (LEP) persons. Program information will be made available in the appropriate languages for the City.
4. Subsequent to publication of the Action Plan or substantial amendment, the City will provide a reasonable opportunity of at least seven (7) days for receiving comments, or a longer period as prescribed by the Federal Register Notice governing administration of the HUD disaster recovery assistance.
5. The City will take comments via USPS mail to: Housing Specialist, Department of Housing and Business Development, 8353 Sierra Avenue, Fontana, CA 92335.
6. In the action plan, the City will specify criteria for determining what changes in the City's plan constitute a substantial amendment to the plan. At a minimum, the following modifications will constitute a substantial amendment: a change in program benefit or eligibility criteria; the addition or deletion of an activity; or the allocation or reallocation of a monetary threshold of more than $750,000.
7. A public website shall be established and publicized specifically for the disaster. Initially, the City's CDBG website may be used at: https://fontana.org/index.aspx?NID=622. The website shall contain the Action Plan (including all amendments); each Quarterly Performance Report (QPR); procurement policies and procedures; executed contracts; status of services or goods currently being procured by the City (e.g., phase of the procurement, requirements for proposals, etc.).
8. The City will consider all written comments regarding the Action Plan or any substantial amendment. A summary of the comments and the City's response to each comment will be provided to HUD or the State with the Action Plan or substantial amendment.
9. The City will provide a timely written response to every citizen complaint. The response will be provided within 15 working days of the receipt of the complaint, to the extent practicable.

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10. The City will notify HUD when it makes any plan amendment that is not substantial. HUD or the State will be notified at least five business days before the amendment becomes effective.

M. Anti-Displacement and Relocation

The City's Anti-displacement and Relocation Plan describes how Fontana will assist persons who must be temporarily relocated or permanently displaced due to the use of HUD CPD funds. This plan takes effect whenever the City funds projects that involve the following:

- Property acquisition;
- Potential displacement of people from their homes and the need to relocate people (either permanently or temporarily); and
- The demolition or conversion of low- and moderate-income dwelling units.

1. Background

Two Acts apply whenever any of the above issues are present: the Uniform Relocation Assistance and Real Property Policies Act of 1970 (URA) and Section 104(d) of the Housing and Community Development Act of 1974. Each of these acts places different obligations on the City.

The URA governs the processes and procedures which the City and the Finance Department must follow to minimize the burden placed on low- and moderate-income tenants, property owners, and business owners who must move (either temporarily or permanently) as the result of a project funded in whole or in part by the CDBG, HOME and ESG programs. The URA applies to:

- Displacement that results from acquisition, demolition, or rehabilitation for HUD-assisted projects carried out by public agencies, nonprofit organizations, private developers, or others;
- Real property acquisition for HUD-assisted projects (whether publicly or privately undertaken);
- Creation of a permanent easement or right of way for HUD-assisted projects (whether publicly or privately undertaken); and
- Work on private property during the construction of a HUD-assisted project even if the activity is temporary.

2. What is Displacement?

Displacement occurs when a person moves as a direct result of federally assisted acquisition, demolition, conversion, or rehabilitation activities, because they are:

- Required to move; or
- Not offered a decent, safe, sanitary and affordable unit in the project; or

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- Treated "unreasonably" as part of a permanent or temporary move.

A person may also be considered displaced if the necessary notices are not given or provided in a timely manner and the person moves for any reason.

3. What is a Displaced Person?

The term *displaced person* means any person that moves from real property or moves his or her personal property from real property permanently as a direct result of one or more of the following activities:

- Acquisition of, written notice of intent to acquire, or initiation of negotiations to acquire such real property, in whole or in part, for a project;
- Rehabilitation or demolition of such real property for a project; and
- Rehabilitation, demolition, or acquisition (or written notice of intent) of all or a part of other real property on which the person conducts a business or farm operation, for a project.

Fontana offers advisory and financial assistance to eligible tenants (or homeowners) who meet the above definition.

4. Persons Not Eligible for Assistance

A person is not eligible for relocation assistance under the provisions of the URA if any of the following occurs:

- The person was evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable Federal, State, or local law, or other good cause. However, if the person was evicted only to avoid the application of URA, then that person is considered displaced and is eligible for assistance;
- The person has no legal right to occupy the property under State or local law;
- The City determines that the person occupied the property to obtain relocation assistance and the HUD Field Office concurs in that determination;
- The person is a tenant-occupant that moved into the property after a certain date, specified in the applicable program regulation, and, before leasing and occupying the property, Fontana or its subgrantee provided the tenant-occupant written notice of the application for assistance, the project's impact on the person, and the fact that they would not qualify as a "displaced person" because of the project;
- The person is a tenant-occupant of a substandard dwelling that is acquired or a tenant-occupant of a dwelling unit to which emergency repairs are undertaken and the HUD field office concurs that:
    - Such repairs or acquisition will benefit the tenant;

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- Bringing the unit up to a safe, decent, and sanitary condition is not feasible;
- The tenant's new rent and average estimated monthly utility costs will not exceed the greater of: the old rent/utility costs or 30 percent of gross household income; and
- The project will not impose any unreasonable change in the character or use of the property.

- The person is an owner-occupant of the property who moves because of an arm's length acquisition;
- Fontana or its subgrantee notifies the person that they will not displace them for the project; and
- The person retains the right of use and occupancy of the real property for life following the acquisition.

Fontana determines that the person is not displaced as a direct result of the acquisition, rehabilitation, or demolition for the project and the HUD field office concurs in the determination.

5. Minimizing Displacement

Fontana will take reasonable steps to minimize displacement occurring as a result of its CDBG, HOME and ESG activities. This means that the Housing Department will:

- Consider if displacement will occur as part of funding decisions and project feasibility determinations;
- Assure, whenever possible that occupants of buildings to be rehabilitated are offered an opportunity to return;
- Plan substantial rehabilitation projects in "stages" to minimize displacement; and
- Meet all HUD notification requirements so that affected persons do not move because they have not been informed about project plans and their rights.

6. Anti-Displacement Policy

The City seeks to minimize, to the greatest extent feasible, the displacement, whether permanently or temporarily, of persons (families, individuals, businesses, nonprofit organizations, or farms) from projects funded with CDBG, HOME or ESG involving single- or multi-family rehabilitation, acquisition, commercial rehabilitation, demolition, economic development, or capital improvement activities.

Projects that Fontana deems beneficial but that may cause displacement may be recommended and approved for funding only if Fontana or its subgrantee

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demonstrates that such displacement is necessary and vital to the project and that they take efforts to reduce the number of persons displaced. Further, they must clearly demonstrate that the goals and anticipated accomplishments of a project outweigh the adverse effects of displacement imposed on persons who must relocate.

7. Displacement Assistance

Consistent with the goals and objectives of the CDBG, HOME and ESG programs, Fontana will take all reasonable steps necessary to minimize displacement of persons, even temporarily. If displacement occurs, the City will provide relocation assistance to all persons directly, involuntarily, and permanently displaced according to HUD regulations.

If Fontana temporarily displaces a low- or moderate-income household, that household becomes eligible for certain relocation payments. The assistance applies to those persons residing in the residence at the time the application is processed and is based on the following procedures:

- If the structure and its occupants are determined eligible for temporary relocation assistance, the owner-occupants and tenants are eligible for the actual reasonable cost (based on fair market rent) of temporary lodging facilities until the structure is determined habitable by Fontana's housing inspector;
- Fontana must approve housing and the Lessor and Lessee must sign a rent agreement before move-in. Housing must be comparable functionally to the displacement dwelling and decent, safe, and sanitary. This does not mean that the housing must be in comparable size. The term "functionally equivalent" means that it performs the same function, has the same principal features present, and can contribute to a comparable style of living. Approved lodging accommodations include apartments and houses. Fontana does not reimburse "rental expenses" for living with a friend or family member;
- Either Fontana will provide the owner-occupants and tenants a direct payment for moving expenses (to and from temporary housing) and storage costs, or Fontana will arrange moving and storage of furniture with a moving company. If Fontana makes a direct payment, complete documentation and receipts are necessary to process claims when storage costs exceed the amount assumed by the direct payment;
- Damage deposits, utility hookups, telephone hookups and insurance costs are not eligible for reimbursement; and
- The City may pay the cost of relocation assistance from Federal funds or funds available from other sources.

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8. One-For-One Replacement Dwelling Units

Fontana will generally avoid awarding funds for activities resulting in displacement. However, should Fontana fund an activity, specific documentation is required to show the replacement of all occupied and vacant dwelling units demolished or converted to another use. Fontana will assure that relocation assistance is provided as described in 24 CFR 570.606(b)(2).

Before obligating or expending funds that will directly result in such demolition or conversion, Fontana will make public and submit to the HUD field office the following information in writing:

- A description of the proposed assisted activity;
- The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income units;
- A time schedule for the commencement and completion of the demolition or conversion;
- The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement units;
- The source of funding and a time schedule for the provision of replacement dwelling units; or
- The basis for concluding that each replacement dwelling unit will remain a low- and moderate-income unit for at least ten years from the date of initial occupancy.

Consistent with the goals and objectives of the CDBG, HOME and ESG programs, Fontana will take all reasonable steps necessary to minimize displacement of persons from their homes. The City will avoid funding projects that cause displacement of persons or businesses and will avoid funding any project that involves the conversion of low- and moderate-income housing to non-residential purposes.

9. Decent, Safe and Sanitary Dwelling

The basic definition is found at 49 CFR 24.2(1). The term decent, safe, and sanitary dwelling means a dwelling that meets the following standards and any other housing and occupancy codes that are applicable. It will:

- Be structurally sound, weather tight, and in good repair;
- Contain a safe electrical wiring system adequate for lighting and other devices;
- Contain a safe heating system capable of sustaining a healthful temperature for the displaced person;

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- Be adequate to accommodate the displaced person. There will be a separate, well lit, ventilated bathroom that provides privacy to the user and contains a toilet, sink, and a bathtub or shower, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. There should be a kitchen area that contains a fully usable sink, properly connected to hot and cold water and to a sewage drainage system, and adequate space and utility service connections for a stove and refrigerator;
- Contain unobstructed egress to safe, open space at ground level;
- For a mobility-impaired person, be free of any barriers that would preclude reasonable ingress, egress, or use of the dwelling by such person. This requirement will be satisfied, if the displaced person elects to relocate to a dwelling that they select and the displaced person determines that they have reasonable ingress, egress, and the use of the dwelling; and
- Comply with lead-based paint requirements of 24 CFR Part 35.

N. Real Property Policies

The City and its CDBG, HOME and ESG subrecipients must follow specific guidelines regarding the acquisition and use of real property funded in whole or in part with CPD funds.

1. Use of Real Property

The following standards apply to real property within the recipient's control and acquired or improved, in whole or in part, using CDBG, HOME and ESG funds. These standards will apply from the date funds are first spent for the property until five years after the project is audited and closed.

A recipient may not change the use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient gives affected citizens reasonable notice of, and opportunity to comment on, any such proposed change, and either:

- The use of such property qualifies as meeting a national objective and is not a building for the general conduct of government;
- The requirements in the paragraph below are met;
- If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of property to a use that does not qualify under the above paragraph, it may retain or dispose of the property. The Fontana CDBG, HOME, and ESG programs must be reimbursed in the amount of the current fair market value of the property less any portion attributable to expenditures of non-federal funds for the acquisition of and improvements to the property;

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- If the change of use occurs within five years of the project being audited and closed, income from the disposition of the real property will be returned to the Fontana CDBG, HOME, and ESG programs; and
- Following the reimbursement of the federal program pursuant to the above paragraph of this section, the property is no longer subject to any federal requirements.

2. Real Property Acquisition

All real property acquisition activities described in this section and funded in whole or in part with CDBG, HOME, and ESG funds and all real property that must be acquired for an activity assisted with Federal funds, regardless of the actual funding source for the acquisition, are subject to the URA (as amended).

3. What is Real Property Acquisition?

Real property acquisition is any acquisition by purchase, lease, donation, or otherwise, including the acquisition of such interests as rights-of-way and permanent easements.

HUD Handbook 1378 and 49 CFR Part 24 currently contains such regulations. These regulations detail a standard procedure for acquiring property and methods of determining a purchase price and outline other documents that must be provided to Fontana before disbursement of funds. These regulations further require the applicant to provide relocation payments and assistance to any business or residential occupant of the property whom the acquisition will displace.

4. Eligible Activities

Fontana or its sub-grantee may acquire real property for a project using CDBG, HOME, and ESG funds where the proposed use of the acquired property will be an activity that the City can demonstrate as beneficial to low- and moderate-income persons.

5. Environmental Review Process (24 CFR Part 58)

HUD requires that all real property acquisition projects be reviewed before the commitment of Federal funds to assess the impact of a project on the environment. Fontana will undertake this review process. The applicant should be aware, however, that this review process may delay the date by which CDBG, HOME, and ESG funds may be available and, in case of serious adverse environmental impacts, may effectively stop a project.

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Appendix

Proof of Public Notices
&
Public Comment

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File #: 25-0030
Agenda #: D.

Agenda Date: 3/25/2025
Category: Public Hearing

FROM:
Planning Department

SUBJECT:
Master Case (MCN) No. 24-073 and Municipal Code Amendment (MCA) No. 24-006: Fontana Municipal Code Amendments to Chapter 30 (Zoning and Development Code) to modify Section No. 30-467 pertaining to accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) to comply with State of California law, pursuant to a statutory exemption in accordance with California Public Resources Code section 21080.17

RECOMMENDATION:
1. Determine that the proposed ordinance is statutorily exempt from the California Environmental Quality Act ("CEQA") pursuant to California Public Resources Code section 21080.17 as CEQA does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the California Government Code, Which is California's ADU law and which also regulates JADUs, as defined by section 66313; and,

2. Read by title only and waive further reading of and introduce **Ordinance No.1966**, an Ordinance of the City of Council of the City of Fontana approving Master Case No. 24-073 and Municipal Code Amendment (MCA) No. 24-006 to amend Section 30-467 of Chapter 30 of the Municipal Code pertaining to accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) to comply with State of California law; and the reading of the title constitutes the first thereof.

COUNCIL GOALS:
- Provide a diverse range of housing types and levels of affordability while addressing homelessness in the community by construction of affordable high-quality multi-family housing.

DISCUSSION:
In recent years, the California Legislature has approved, and the Governor has signed into law, several bills that impose new limits on local authority to regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs). In 2024, the California Legislature approved, and the Governor signed into law, two new bills - Assembly Bill (AB) 2533 and Senate Bill (SB) 1211 - that further amend state ADU law as summarized below.

On November 12, 2024, the City Council approved Urgency Ordinance No. 1959, which went into effect on January 1, 2025. The city's regulations on ADUs and JADUs would have been null and void had an urgency ordinance not been adopted. Staff is proposing a permanent ordinance that will

replace the urgency ordinance. The adopted urgency ordinance and the proposed permanent ordinance are identical.

The proposed ordinance will amend Section 30-467 of the Fontana Municipal Code to comply with recent changes to state law that impose new limits on local authority to regulate ADUs and JADUs.

AB 2533 - Unpermitted ADUs and JADUs

Subject to limited exceptions, existing state law prohibits a city from denying a permit to legalize an unpermitted ADU that was constructed before January 1, 2018, if the denial is based on the ADU's noncompliance with applicable building, state or local ADU standards. However, existing state law includes one exception to the requirement to allow the legalization of an unpermitted ADU, which is the allowance to deny a permit to legalize if the city makes a written finding that correcting the violation is necessary to protect the health and safety of the public or the occupants of the structure.

AB 2533 changes existing state law by: (1) expanding the above prohibition to also include JADUs; (2) moving the construction cutoff date from January 1, 2018 to January 1, 2020; and (3) replacing the above exception with a requirement that local agencies find that correcting the violation is necessary to comply with the standards specified in Health and Safety Code section 17920.3 (Substandard Buildings).

SB 1211 - Replacement Parking Requirements; Multifamily ADUs

Replacement Parking
Existing state law prohibits the City from requiring off-street parking spaces to be replaced when a garage, carport or covered parking structure is demolished in conjunction with the construction of, or conversion to, an ADU. SB 1211 amends this prohibition to now also prohibit a city from requiring replacement parking when an uncovered parking space is demolished for or replaced with an ADU.

Multifamily ADUs
SB 1211 further defines livable space in connection with converted ADUs inside a multifamily dwelling structure. Existing state law requires the City to ministerially approve qualifying building-permit applications for ADUs within "portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages…" The term "livable space" is not defined by existing state ADU law. SB 1211 changes this by adding a new definition: "'Livable space' means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation." (See amended Gov. Code, Sec. 66313(e).)

SB 1211 also increases the number of detached ADUs that lots with an existing multifamily dwelling can have. Existing state law allows a lot with an existing or proposed multifamily dwelling to have up to two detached ADUs. Under SB 1211, a lot with an existing multifamily dwelling can have up to eight detached ADUs, or as many detached ADUs as there are primary dwelling units on the lot, whichever is less. (See amended Gov. Code Sec. 66323(a)(4)(A)(ii).) SB 1211 does not alter the number of ADUs that a lot with a proposed multifamily dwelling can have - the limit remains at two.

ENVIRONMENTAL REVIEW:

Under California Public Resources Code section 21080.17, CEQA does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 66313. Therefore, the adoption of the proposed ordinance is statutorily exempt from CEQA in that it implements state ADU law.

FISCAL IMPACT:
None.

MOTION:
Approve staff's recommendation.

ORDINANCE NO. 1966

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, APPROVING MUNICIPAL CODE AMENDMENT NO. 24-006 TO AMEND SECTION 30-467 OF THE FONTANA MUNICIPAL CODE, PURSUANT TO A STATUTORY EXEMPTION FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17 AND DIRECTING STAFF TO FILE A NOTICE OF EXEMPTION.

WHEREAS, pursuant to article XI, Section 5 of the California Constitution and Government Code section 37100, the legislative body of a city may pass ordinances not in conflict with the Constitution and laws of the State or the United States; and

WHEREAS, Government Code sections 50022.1 to 50022.10 authorizes a city to codify and recodify its ordinances; and

WHEREAS, the City of Fontana ("City") desires to restate without substantive revision, amend and recodify certain ordinances codified in the Fontana Municipal Code ("Code") through Municipal Code Amendment ("MCA") No. 24-006; and

WHEREAS, the City of Fontana General Plan ("General Plan") includes policies and actions calling for numerous updates to the Code; and

WHEREAS, Section 30-467. – Accessory dwelling units and junior accessory dwelling units. is amended to align with state law; and

WHEREAS, State law requires zoning regulations to be consistent with the general plan and therefore updating the Code would contribute to consistency with the General Plan; and

WHEREAS, the amendments in MCA No. 24-006 are consistent and compatible with the General Plan and are in line with goals, policies and objectives of the City; the Housing Element policies and the Zoning and Development Code; and

WHEREAS, the amendments in MCA No. 24-006 are in conformity with appropriate land use practices and will establish appropriate development standards for the land use designations; and

WHEREAS, the amendments in MCA No. 24-006 are attached here to as Exhibit "A" and incorporated herein by reference, will not be detrimental to the public health, safety and general welfare, nor will it adversely affect the orderly development of property; and

WHEREAS, the amendments in MCA No. 24-006 will better express the City's policies and will generally promote good land use planning and regulation; and

WHEREAS, on January 21, 2025, the Planning Commission held a public meeting on MCA No. 24-006 where it received evidence and public testimony on the Code amendments and recommended that the Fontana City Council ("City Council") determine that the amendments are exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c), 15061(B)(3) (the common-sense exemption), and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA. in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

WHEREAS, the Planning Commission carefully considered all evidence and testimony presented at its public hearing on January 21, 2025, and approved Resolution No. 2025-002 to recommend that the City Council approve the modifications to the Zoning and Development Code; and

WHEREAS, on March 25, 2025, the City Council held a public hearing on MCA No. 24-006 where City Council received evidence and public testimony pertaining to the Zoning and Development Code amendments and documentation from the Planning Commission's public hearing on January 21, 2025; and

WHEREAS, the City Council carefully considered all information pertaining to MCA No. 24-006 that was presented at its public hearing on March 25, 2025; and

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

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fontana, California, as follows:

Section 1. Recitals. The recitals are true, correct and incorporated herein by this reference.

Section 2. CEQA. The City Council hereby determines that under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law, and which also regulates JADUs, as defined by section 66313. Therefore, adoption of the proposed ordinance is statutorily exempt from CEQA in that it implements state ADU law.

Section 3. Development Code Amendment Findings. The City Council hereby makes the following findings for Municipal Code Amendment No. 24-006 accordance with Section 30-40 "Purpose" of the Fontana Zoning and Development Code:

Finding: **A Zoning and Development Code may be amended by changing the development standards (text) or zoning designation map boundaries of any zone whenever such an amendment is deemed necessary to protect or promote the public's health, safety or general welfare or when modification is viewed as appropriate in the context of generally accepted planning principles, surrounding land uses, and the General Plan.**

Findings of Fact: The Municipal Code Amendment permanently codifies the previously approved urgency ordinance. The Municipal Code Amendment aligns the municipal code with State of California law as it pertains to accessory dwelling units and junior accessory units. As such, the amendment will promote the General Plan goal of adequate housing to meet the needs of all residents in Fontana.

Section 4. Development Code Amendment Approval. Based on the foregoing, the City Council hereby approves the amendments as set forth in MCA No. 24-006, which is attached hereto as **Exhibit "A"** and incorporated herein by reference as fully set forth herein.

Section 5. Effective Date/Publication. This Ordinance shall take effect thirty (30) days after the date of the adoption and prior to the expiration of fifteen (15) days from the passage thereof, shall be published by the City Clerk at least once in the Fontana Herald News, a local newspaper of the general circulation, published and circulated in the City of Fontana, and henceforth and thereafter the same shall be in full force and effect.

Section 6. HCD Submittal. In accordance with Government Code section 66326, the Planning Department is directed to submit a copy of this Ordinance to the California Department of Housing and Community Development within 60 days after adoption.

Section 7. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk's office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian or records is the City Clerk.

Section 8. Certification. The City Clerk of the City Council shall certify to the adoption of this Ordinance.

Section 9. Severability. If any provision of this Ordinance or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application.

APPROVED AND ADOPTED this 8th day of April, 2025.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 25th day of March 2025, and was finally passed and adopted not less than five days thereafter on the 8th day of April 2025, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

“EXHIBIT A”

AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30
(*Additions shown in underline, deletions shown in ~~strikeout~~)

Sec. 30-467. Accessory dwelling units and junior accessory dwelling units.

(a) *Purpose; Application.*

(1) *Purpose.* The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code §§ 65852.2 and 65852.22.

(2) *Application.* This section applies to all ADUs and JADUs for which a complete application is submitted on or after January 1, ~~2023~~ 2025. If a complete ADU or JADU application is submitted prior to that date, the applicant may elect in writing to proceed under the City's ADU regulations that were in effect at submittal; otherwise, this section governs. For purposes of this paragraph, a complete application includes an application that is deemed complete under state law.

(b) *Effect of Conforming.* An ADU or JADU that conforms to the standards in this section will not be:

(1) Deemed to be inconsistent with the city's general plan and zoning designation for the lot on which the ADU or JADU is located.

(2) Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.

(3) Considered in the application of any local ordinance, policy, or program to limit residential growth.

(4) Required to correct a nonconforming zoning condition, as defined in subsection (c)(8) below. This does not prevent the city from enforcing compliance with applicable building standards in accordance with Health and Safety Code § 17980.12.

(c) *Definitions.* As used in this section, terms are defined as follows:

(1) *Accessory dwelling unit* or *ADU* means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:

a. An efficiency unit, as defined by California Health and Safety Code § 17958.1; and

b. A manufactured home, as defined by California Health and Safety Code § 18007.

(2) *Accessory structure* means a structure that is accessory and incidental to a dwelling located on the same lot.

(3) ~~*Attached accessory dwelling unit* means an ADU that is connected via a permanent wall, ceiling, or floor to a primary dwelling on the same lot. "Attached accessory dwelling unit" does not include an ADU that is only attached to a primary dwelling via a patio structure, overhang, breezeway, or similar structure.~~ Reserved.

(4) *Complete independent living facilities* means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multi-family dwelling is or will be situated.

(5) *Efficiency kitchen* means a kitchen that includes all of the following:

a. A cooking facility with appliances.

b. A food preparation counter and storage cabinets that are of a reasonable size in relation to the size of the JADU.

(6) "Junior accessory dwelling unit" or "JADU" means a residential unit that satisfies all of the following:

a. It is no more than 500 square feet in size.

b. It is contained entirely within an existing or proposed single-family structure. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure.

c. It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure.

d. If the unit does not include its own separate bathroom, then it contains an interior entrance to the main living area of the existing or proposed single-family structure in addition to an exterior entrance that is separate from the main entrance to the primary dwelling.

e. It includes an efficiency kitchen, as defined in subsection (c)(5) above.

(7) <u>“Livable space” means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.</u>

(8) *Living area* means the interior habitable area of a dwelling unit a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation, including basements and attics, but does not include a garage or any accessory structure.

(8) *Nonconforming zoning condition* means a physical improvement on a property that does not conform with current zoning standards.

(9) *Passageway* means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.

(10) *Proposed dwelling* means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

(11) *Public transit* means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(12) *Tandem parking* means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

(13) *Total floor area* means the total floor area of the ADU or JADU, inclusive of all habitable and non-habitable areas of the structure, including, but not limited to stairways, hallways, basements, attics, garages, storage areas, restrooms.

(d) *Approvals.* The following approvals apply to ADUs and JADUs under this section:

(1) *Building-permit only.* If an ADU or JADU complies with each of the general requirements in subsection (e) below, it is allowed with only a building permit in the following scenarios:

a. *Converted on lot with single-family.* One ADU as described in this subsection (d)(1)(a) and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:
    1. Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and
    2. Has exterior access that is independent of that for the single-family dwelling; and
    3. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.
    4. The JADU complies with the requirements of Government Code ~~§ 65852.22~~ sections 66333 through 66339.
b. *Limited detached on lot with single-family.* One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection (d)(1)(a) above), if the detached ADU satisfies each of the following limitations:
    1. The side- and rear-yard setbacks are at least four feet.
    2. The total floor area is 800 square feet or smaller.
    3. The peak height above grade does not exceed the applicable height limit in subsection (e)(2) below.
c. *Converted on lot with multi-family.* One or more ADUs within portions of existing multi-family dwelling structures that are not used as livable space, including, but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection (d)(1)(c), at least one converted ADU is allowed within an existing multi-family dwelling, up to a quantity equal to 25 percent of the existing multi-family dwelling units.
d. *Limited detached on lot with multi-family.* No more than two detached ADUs on a lot that has ~~an existing or~~ a proposed multi-family dwellings, or up to eight detached ADUs on a lot with existing multi-family dwellings, if each detached ADU satisfies all of the following:
    1. The side- and rear-yard setbacks are at least four feet. If the existing multi-family dwelling has a rear or side yard setback of less than four feet, the city will not require any modification to the multi-family dwelling as a condition of approving the ADU.
    2. The peak height above grade does not exceed the applicable height limit provided in subsection (e)(2) below.
    3. If the lot has existing multi-family dwellings, the quantity of detached ADUs does not exceed the number of primary dwelling units on the lot.

(2) *ADU permit.*

a. Except as allowed under subsection (d)(1) above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections (e) and (f) below.

b. The city may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the city's ADU ordinance. The ADU-permit processing fee is determined by the Director of Planning and approved by the city council by resolution.

(3) *Process and Timing.*

a. An ADU permit is considered and approved ministerially, without discretionary review or a hearing.

b. The city must approve or deny an application to create an ADU or JADU within 60 days from the date that the city receives a completed application. If the city has not approved or denied the completed application within 60 days, the application is deemed approved unless either:

1. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or

2. When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multi-family dwelling on the lot, the city may delay acting on the permit application for the ADU or JADU until the city acts on the permit application to create the new single-family or multi-family dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.

c. If the city denies an application to create an ADU or JADU, the city must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection (d)(3)(b) above.

d. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

(e) *General ADU and JADU requirements.* The following requirements apply to all ADUs and JADUs that are approved under subsection (d)(1) or (d)(2) above:

(1) *Zoning.*

a. An ADU or JADU subject only to a building permit under subsection (d)(1) above may be created on a lot in a residential or mixed-use zone.

b. An ADU or JADU subject to an ADU permit under subsection (d)(2) above may be created on a lot that is zoned to allow single-family dwelling residential use or multi-family dwelling residential use.

c. In accordance with Government Code section 66333(a), a JADU may only be created on a lot zoned for single-family residences.

(2) *Height.*

a. Except as otherwise provided by subsections (e)(2)(b) and (e)(2)(c) below, a detached ADU created on a lot with an existing or proposed single-family or multi-family dwelling unit may not exceed 16 feet in height.

b. A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single-family or multi-family dwelling unit that is located within one-half mile walking distance of a major transit stop or a high quality transit corridor, as those terms are defined in Public Resources Code § 21155, and the ADU may be up to two additional feet in height (for a maximum of 20

feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.

c. A detached ADU created on a lot with an existing or proposed multi-family dwelling that has more than one story above grade may not exceed 18 feet in height.

d. An ADU that is attached to the primary dwelling may not exceed 25 feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this subsection (e)(2)(d) may not exceed two stories.

e. For purposes of this subsection (e)(2), height is measured from existing legal grade to the peak of the structure.

(3) *Fire sprinklers.*

~~1.~~a. Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.

~~2.~~b. The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.

(4) *Rental term.* No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.

(5) *No separate conveyance.* An ADU or JADU may be rented but, except as otherwise provided in Government Code § 65852.26, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multi-family lot).

(6) *Septic system.* If the ADU or JADU will connect to an onsite wastewater-treatment system, include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last ten years.

(7) *Owner occupancy.* ~~As required by state law, all JADUs are subject to an owner occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement in this subsection (e)(7)(c) does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.~~

a. ADUs created under this section on or after January 1, 2020 are not subject to an owner-occupancy requirement.

b. As required by state law, all JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person’s legal domicile and permanent residence. However, the owner-occupancy requirement in this subsection 0 does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

(8) *Deed restriction.* Prior to issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the ~~Director~~ Planning Department. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the city and must provide that:

a. Except as otherwise provided in Government Code ~~§ 65852.26~~ section 66341, the ADU or JADU may not be sold separately from the primary dwelling.
b. The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.
c. The deed restriction runs with the land and may be enforced against future property owners.
d. The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director, providing evidence that the ADU or JADU has in fact been eliminated. The Director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the ADU or JADU is not entirely physically removed but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.
e. The deed restriction is enforceable by the director or his or her designee for the benefit of the city. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the city is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

(9) Reserved. ~~*Income reporting.* In order to facilitate the city's obligation to identify adequate sites for housing in accordance with Government Code §§ 65583.1 and 65852.2, the following requirements must be satisfied:~~

~~a. With the building permit application, the applicant must provide the city with an estimate of the projected annualized rent that will be charged for the ADU or JADU.~~

~~b. Within 90 days after each yearly anniversary of the issuance of the building permit, the owner must report the actual rent charged for the ADU or JADU during the prior year. If the city does not receive the report within the 90-day period, the owner is in violation of this Code, and the city may send the owner a notice of violation and allow the owner another 30 days to submit the report. If the owner fails to submit the report within the 30-day period, the city may enforce this provision in accordance with applicable law.~~

(10) *Building and safety.*

a. Must comply with building code. Subject to subsection (e)(10)(b) below, all ADUs and JADUs must comply with all local building code requirements.
b. No change of occupancy. Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in California Building Code § 310, unless the building official or Code Compliance Department makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection (e)(10)(b) prevents the city from changing the occupancy code of a space that was uninhabitable

space or that was only permitted for non-residential use and was subsequently converted for residential use in accordance with this section.

(f) *Specific ADU requirements.* The following requirements apply only to ADUs that require an ADU permit under subsection (d)(2) above.

(1) *Maximum size.*

a. The maximum size of a detached or attached ADU subject to this subsection (f) is 1,200 square feet.

b. An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.

c. Application of other development standards in this subsection (f), such as lot coverage, might further limit the size of the ADU, but no application of the percent-based size limit in subsection (f)(1)(b) above or of an FAR, front setback, lot coverage limit, or open-space requirement may require the ADU to be less than 800 square feet.

(2) *Setbacks.*

~~d.~~a. An ADU that is subject to this subsection (f) must conform to an 18-foot front-yard setback, subject to subsection (f)(1)(c) above.

~~e.~~b. An ADU that is subject to this subsection (f) must conform to four-foot side- and rear-yard setbacks.

~~f.~~c. No setback is required for an ADU that is subject to this subsection (f) if the ADU is constructed in the same location and to the same dimensions as a legal existing structure.

~~(2)~~ (3) *Lot coverage.* No ADU subject to this subsection (f) may cause the total lot coverage of the lot to exceed 50 percent, subject to subsection (f)(1)(c) above.

~~(3)~~ (4) *Passageway.* No passageway, as defined by subsection (c)(9) above, is required for an ADU.

~~(4)~~ (5) *Parking.*

a. *Generally.* One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by subsection (c)(12) above.

b. *Exceptions.* No parking under subsection (f)(4)(a) is required in the following situations:

1. The ADU is located within one-half mile walking distance of public transit, as defined in subsection (c)(11) above.
2. The ADU is located within an architecturally and historically significant historic district.
3. The ADU is part of the proposed or existing primary residence or an accessory structure under subsection (d)(1)(a) above.
4. When on-street parking permits are required but not offered to the occupant of the ADU.
5. When there is an established car share vehicle stop located within one block of the ADU.
6. When the permit application to create an ADU is submitted with an application to create a new single-family or new multi-family dwelling on the

same lot, provided that the ADU or the lot satisfies any other criteria listed in subsections (f)(4)(b)(1) through (5) above.

c. No replacement. When a garage, carport, ~~or~~ covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

~~(5)~~ (6) *Architectural requirements.*

a. The materials and colors of the exterior walls, roof, and windows and doors must match the appearance and architectural design of those of the primary dwelling.

b. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.

c. The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.

d. The ADU must have an independent exterior entrance, apart from that of the primary dwelling.

e. The interior horizontal dimensions of an ADU must be at least ten feet wide in every direction, with a minimum interior wall height of seven feet.

f. Windows and doors of the ADU may not have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.

g. All windows and doors in an ADU are less than 30 feet from a property line that is not a public right-of-way line must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

~~(6)~~ (7) *Landscape requirements.* Evergreen landscape screening must be planted and maintained between the ADU, and adjacent parcels as follows:

a. At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24-inch box size plant shall be provided for every ten linear feet of exterior wall.

b. Plant specimens must be at least six feet tall when installed. As an alternative, a solid fence of at least six feet in height may be installed.

c. All landscaping must be drought tolerant.

~~(7)~~ (8) *Historical protections.* An ADU that is on or within 600 feet of real property that is listed in the California Register of Historic Resources must be located so as to not be visible from any public right-of-way.

(9) *Allowed Stories.* No ADU subject to this subsection (f) may have more than one story, except that an ADU that is attached to the primary dwelling may have the stories allowed under subparagraph (e)(2)(D) of this section.

(g) *Fees.* The following requirements apply to all ADUs that are approved under subsections (d)(1) or (d)(2) above.

(1) *Impact fees.*

a. No impact fee is required for an ADU that is less than 750 square feet in size. For purposes of this subsection (g)(1), "impact fee" means a "fee" under the Mitigation Fee Act (Government Code § 66000(b)) and a fee under the Quimby

Act (Government Code § 66477). "Impact fee" here does not include any connection fee or capacity charge for water or sewer service.

b. Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling.)

(2) *Utility fees.*

a. If an ADU is constructed with a new single-family home, a separate utility connection directly between the ADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.

b. Except as described in subsection (g)(2)(a), converted ADUs on a single-family lot that are created under subsection (d)(1)(a) above are not required to have a new or separate utility connection directly between the ADU and the utility. Nor is a connection fee or capacity charge required.

c. Except as described in subsection (g)(2)(a), all ADUs that are not covered by subsection (g)(2)(b) require a new, separate utility connection directly between the ADU and the utility <u>for any utility that is provided by the city. All utilities that are not provided by the city are subject to the connection and fee requirements of the utility provider</u>.

1. The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.
2. The portion of the fee or charge that is charged by the city may not exceed the reasonable cost of providing this service.

(h) *Nonconforming zoning code conditions, building code violations, and unpermitted structures.*

(1) *Generally.* The city will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.

(2) *Unpermitted ADUs <u>and JADUs</u> constructed before ~~2018~~ <u>2020</u>.*

a. *Permit to legalize.* As required by state law, the city may not deny a permit to legalize an existing, but unpermitted ADU <u>or JADU</u> that was constructed before January 1, ~~2018~~ <u>2020</u>, if denial is based on either of the following grounds:

1. The ADU <u>or JADU</u> violates applicable building standards, or
2. The ADU <u>or JADU</u> does not comply with the state ADU <u>or JADU</u> law ~~(Government Code § 65852.2)~~ or this ADU ordinance (Section 30-467).

b. *Exceptions.*

1. Notwithstanding subsection (h)(2)(a) above, the city may deny a permit to legalize an existing, but unpermitted ADU <u>or JADU</u> that was constructed before January 1, ~~2018~~ <u>2020</u>, if the city makes a finding that correcting a violation is necessary ~~to protect the health and safety of the public or of occupants of the structure~~ <u>to comply with the standards specified in Health and Safety Code section 17920.3</u>.

2. Subsection (h)(2)(a) above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code § 17920.3.

File #: 21-3495
Agenda #: PH-B

Agenda Date: 1/21/2025
Category: Public Hearing

FROM:
Planning Department

TITLE:
Master Case No. 24-073 and Municipal Code Amendment (MCA) No. 24-006: Fontana Municipal Code Amendments to Chapter 30 (Zoning and Development Code) to modify Section No. 30-467 pertaining to accessory dwelling units (ADUs) and junior accessory dwelling units (JADU) to comply with State of California law.

RECOMMENDATION:
Based on information in the staff report, staff recommends that the Planning Commission adopt Resolution No. PC 2025-___; and,

1. Determine that the proposed ordinance is statutorily exempt from the California Environmental Quality Act ("CEQA") pursuant to California Public Resources Code section 21080.17 as CEQA does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 66313; and,

2. Approve a resolution recommending that the City Council adopt an Ordinance for Municipal Code Amendment (MCA) No. 24-006 to amend Chapter 30 of the Municipal Code.

APPLICANT:
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

LOCATION:
Citywide

REQUEST:
Municipal Code Amendment (MCA) No. 24-006 is a request to amend Chapter 30 of the Fontana Municipal Code that will modify Section No. 30-467 pertaining to accessory dwelling units (ADUs) and junior accessory dwelling units (JADU) to comply with State of California law.

PROJECT PLANNER:
Cecily Session-Goins, Associate Planner

BACKGROUND INFORMATION:
In recent years, the California Legislature has approved, and the Governor has signed into law, several bills that impose new limits on local authority to regulate accessory dwelling units (ADUs) and

junior accessory dwelling units (JADUs). In 2024, the California Legislature approved, and the Governor signed into law, two new bills - AB 2533 and SB 1211 - that further amend state ADU law as summarized below.

On November 12, 2024, the City Council approved Urgency Ordinance No. 1959, which went into effect on January 1, 2025. The City's regulations on ADUs and JADUs would have been null and void had an urgency ordinance not been adopted. Staff is proposing a permanent ordinance that will replace the urgency ordinance and become the City's permanent ordinance. The adopted urgency ordinance and the proposed permanent ordinance are identical.

PROJECT DESCRIPTION:
The proposed ordinance will amend Section 30-467 of the Fontana Municipal Code to comply with recent changes to state law that impose new limits on local authority to regulate Accessory Dwelling Units ("ADUs") and Junior Accessory Dwelling Units ("JADUs").

ANALYSIS:
AB 2533 - Unpermitted ADUs and JADUs

Subject to limited exceptions, existing state law prohibits a city from denying a permit to legalize an unpermitted ADU that was constructed before January 1, 2018, if the denial is based on the ADU's noncompliance with applicable building, state or local ADU standards. However, existing state law includes one exception to the requirement to allow the legalization of an unpermitted ADU, which is the allowance to deny a permit to legalize if the city makes a written finding that correcting the violation is necessary to protect the health and safety of the public or the occupants of the structure.

AB 2533 changes existing state law by: (1) expanding the above prohibition to also include JADUs; (2) moving the construction-cutoff date from January 1, 2018, to January 1, 2020; and (3) replacing the above exception with a requirement that local agencies find that correcting the violation is necessary to comply with the standards specified in Health and Safety Code section 17920.3 (Substandard Buildings).

SB 1211 - Replacement Parking Requirements; Multifamily ADUs

Replacement Parking
Existing state law prohibits the City from requiring off-street parking spaces to be replaced when a garage, carport or covered parking structure is demolished in conjunction with the construction of, or conversion to, an ADU. SB 1211 amends this prohibition to now also prohibit a city from requiring replacement parking when an uncovered parking space is demolished for or replaced with an ADU.

Multifamily ADUs
SB 1211 further defines *livable space* in connection with converted ADUs inside a multifamily dwelling structure. Existing state law requires the City to ministerially approve qualifying building-permit applications for ADUs within "portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages …." The term "livable space" is not defined by existing state ADU law. SB 1211 changes this by adding a new definition: "'Livable space' means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation." (See amended Gov.

Code, § 66313(e).)

SB 1211 also increases the number of detached ADUs that lots with an existing multifamily dwelling can have. Existing state law allows a lot with an existing or proposed multifamily dwelling to have up to two detached ADUs. Under SB 1211, a lot with an *existing* multifamily dwelling can have up to eight detached ADUs, or as many detached ADUs as there are primary dwelling units on the lot, whichever is less. (See amended Gov. Code, § 66323(a)(4)(A)(ii).) SB 1211 does not alter the number of ADUs that a lot with a *proposed* multifamily dwelling can have - the limit remains at two.

ENVIRONMENTAL REVIEW:

Under California Public Resources Code section 21080.17, CEQA does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 66313. Therefore, the adoption of the proposed ordinance is statutorily exempt from CEQA in that it implements state ADU law.

MOTION:
Approve staff's recommendation

ATTACHMENTS:
Attachment No. 1 - Planning Commission Resolution
Attachment No. 2 - Notice of Exemption
Attachment No. 3 - Notice of Public Hearing

RESOLUTION NO. PC 2025 -____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA, CALIFORNIA, RECOMMENDING THAT THE FONTANA CITY COUNCIL ADOPT AN ORDINANCE APPROVING AMENDMENTS TO SECTION 30-467 OF THE FONTANA MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS, PURSUANT TO A STATUTORY EXEMPTION FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17.

WHEREAS, pursuant to Government Code section 37100, the legislative body of -a city may pass ordinances not in conflict with the Constitution and laws of the State or the United States; and

WHEREAS, Government Code sections 50022.1 to 50022.10 authorize a city to codify and recodify its ordinances; and

WHEREAS, in recent years, the California Legislature has approved, and the Governor has signed into law, a number of bills that, among other things, amend various sections of the Government Code to impose new limits on local authority to regulate accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs"); and

WHEREAS, in 2024, the California Legislature approved, and the Governor signed into law, Assembly Bill 2533 ("AB 2533") and Senate Bill 1211 ("SB 1211"), which further amend state ADU law;

WHEREAS, AB 2533 and SB 1211 take effect on January 1, 2025, and for the City's ADU ordinance to remain valid, it must be amended to reflect the requirements of AB 2533 and SB 1211; and

WHEREAS, through Municipal Code Amendment ("MCA") No. 24-006, the City of Fontana ("City") desires to restate without substantive revision, amend and recodify certain ordinances codified in the Fontana Municipal Code ("FMC"); and

WHEREAS, the General Plan includes policies and actions calling for numerous updates to the FMC; and

WHEREAS, Section 30-467. – Accessory dwelling units and junior accessory dwelling units should be amended to reflect State law; and

WHEREAS, on November 12, 2024, the City Council approved Urgency Ordinance No. 1959, which went into effect on January 1, 2025, as the city's regulations on ADUs and JADUs would have been null and void had an urgency ordinance not been adopted, and which the proposed code amendment would replace; and

WHEREAS, on January 21, 2025, the Planning Commission carefully considered all information pertaining to the municipal code amendments, including the staff report, and all the information, evidence, and testimony presented at its public hearing on January 21, 2025; and

WHEREAS, the amendments are consistent and compatible with the General Plan and that the updates are in line with goals, policies and objectives of the City; the Housing Element policies and the Zoning and Development Code; and

WHEREAS, the amendments will be in conformity with appropriate land use practices and will establish appropriate development standards for the land use designations; and

WHEREAS, the amendments to the FMC that are attached hereto as Exhibit "A" and incorporated herein by this reference will not be detrimental to the public health, safety, and general welfare, and will not adversely affect the orderly development of property, and will better express the City's policies, and generally promote good land use planning and regulation; and

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

NOW, THEREFORE, the Planning Commission RESOLVES as follows:

Section 1. Recitals**.** The above recitals are true, correct and incorporated herein by reference.

Section 2. CEQA. The Planning Commission recommends that the City Council find that, under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 66313. Therefore, adoption of the proposed ordinance is statutorily exempt from CEQA in that it implements state ADU law.

Section 3. Municipal Code Amendment. The Planning Commission hereby makes the following finding for MCA No. 24-006 in accordance with Section 30-45(b) "Hearing-Planning Commission" development code amendments of the Fontana Zoning and Development Code:

Finding: **The proposal substantially promotes the goals of the City's general plan.**

Finding of Fact: The Municipal Code Amendment permanently codifies the previously approved urgency ordinance. The Municipal Code Amendment aligns the municipal code with State of California law as it pertains to accessory dwelling units and junior accessory units. As such, the amendment will promote the General Plan goal of adequate housing to meet the needs of all residents in Fontana.

Section 4. Recommendation of Approval. Based on the foregoing, the Planning Commission hereby recommends that the City Council adopt an ordinance approving MCA No. 24-006 to amend Chapter 30 of the City Code as indicated in Exhibit "A" which is attached hereto and incorporated herein by reference.

Section 5. Resolution Regarding Custodian of Record: The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Planning Department, 8353 Sierra Avenue, Fontana, CA 92335. This information is provided in compliance with Public Resources Code section 21081.6.

Section 6. Certification. The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

Section 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

Section 8. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect any other provisions or applications of this Resolution that can be given effect without the invalid provision or application.

APPROVED AND ADOPTED by the Planning Commission of the City of Fontana, California, at a regular meeting held on this 21st day of January 2025.

City of Fontana

_____
Idilio Sanchez, Vice Chairperson

ATTEST:

I, Ricardo Quintana, Secretary of the Planning Commission of the City of Fontana, California, do hereby certify that the foregoing resolution was duly and regularly adopted by the Planning Commission at a regular meeting thereof, held on the 21st day of January 2025, by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Ricardo Quintana, Secretary

“EXHIBIT A”

AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30

(*Additions shown in underline, deletions shown in ~~strikeout~~)

Sec. 30-467. Accessory dwelling units and junior accessory dwelling units.

(a) *Purpose; Application.*

(1) *Purpose.* The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code §§ 65852.2 and 65852.22.

(2) *Application.* This section applies to all ADUs and JADUs for which a complete application is submitted on or after January 1, ~~2023~~ 2025. If a complete ADU or JADU application is submitted prior to that date, the applicant may elect in writing to proceed under the City's ADU regulations that were in effect at submittal; otherwise, this section governs. For purposes of this paragraph, a complete application includes an application that is deemed complete under state law.

(b) *Effect of Conforming.* An ADU or JADU that conforms to the standards in this section will not be:

(1) Deemed to be inconsistent with the city's general plan and zoning designation for the lot on which the ADU or JADU is located.

(2) Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.

(3) Considered in the application of any local ordinance, policy, or program to limit residential growth.

(4) Required to correct a nonconforming zoning condition, as defined in subsection (c)(8) below. This does not prevent the city from enforcing compliance with applicable building standards in accordance with Health and Safety Code § 17980.12.

(c) *Definitions.* As used in this section, terms are defined as follows:

(1) *Accessory dwelling unit* or *ADU* means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:

a. An efficiency unit, as defined by California Health and Safety Code § 17958.1; and

b. A manufactured home, as defined by California Health and Safety Code § 18007.

(2) *Accessory structure* means a structure that is accessory and incidental to a dwelling located on the same lot.

(3) ~~*Attached accessory dwelling unit* means an ADU that is connected via a permanent wall, ceiling, or floor to a primary dwelling on the same lot. "Attached accessory dwelling unit" does not include an ADU that is only attached to a primary dwelling via a patio structure, overhang, breezeway, or similar structure.~~ Reserved.

(4) *Complete independent living facilities* means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multi-family dwelling is or will be situated.

(5) *Efficiency kitchen* means a kitchen that includes all of the following:

a. A cooking facility with appliances.

b. A food preparation counter and storage cabinets that are of a reasonable size in relation to the size of the JADU.

(6) "Junior accessory dwelling unit" or "JADU" means a residential unit that satisfies all of the following:

a. It is no more than 500 square feet in size.

b. It is contained entirely within an existing or proposed single-family structure. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure.
c. It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure.
d. If the unit does not include its own separate bathroom, then it contains an interior entrance to the main living area of the existing or proposed single-family structure in addition to an exterior entrance that is separate from the main entrance to the primary dwelling.
e. It includes an efficiency kitchen, as defined in subsection (c)(5) above.

(7) "Livable space" means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.
(8) *Living area* means the interior habitable area of a dwelling unit a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation, including basements and attics, but does not include a garage or any accessory structure.
(8) *Nonconforming zoning condition* means a physical improvement on a property that does not conform with current zoning standards.
(9) *Passageway* means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
(10) *Proposed dwelling* means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
(11) *Public transit* means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
(12) *Tandem parking* means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.
(13) *Total floor area* means the total floor area of the ADU or JADU, inclusive of all habitable and non-habitable areas of the structure, including, but not limited to stairways, hallways, basements, attics, garages, storage areas, restrooms.

(d) *Approvals.* The following approvals apply to ADUs and JADUs under this section:

(1) *Building-permit only.* If an ADU or JADU complies with each of the general requirements in subsection (e) below, it is allowed with only a building permit in the following scenarios:
a. *Converted on lot with single-family.* One ADU as described in this subsection (d)(1)(a) and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:
1. Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and
2. Has exterior access that is independent of that for the single-family dwelling; and
3. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.
4. The JADU complies with the requirements of Government Code ~~§ 65852.22~~ sections 66333 through 66339.
b. *Limited detached on lot with single-family.* One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection (d)(1)(a) above), if the detached ADU satisfies each of the following limitations:
1. The side- and rear-yard setbacks are at least four feet.
2. The total floor area is 800 square feet or smaller.

3. The peak height above grade does not exceed the applicable height limit in subsection (e)(2) below.

c. *Converted on lot with multi-family.* One or more ADUs within portions of existing multi-family dwelling structures that are not used as livable space, including, but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection (d)(1)(c), at least one converted ADU is allowed within an existing multi-family dwelling, up to a quantity equal to 25 percent of the existing multi-family dwelling units.

d. *Limited detached on lot with multi-family.* No more than two detached ADUs on a lot that has ~~an existing or~~ a proposed multi-family dwellings, or up to eight detached ADUs on a lot with existing multi-family dwellings, if each detached ADU satisfies all of the following:

1. The side- and rear-yard setbacks are at least four feet. If the existing multi-family dwelling has a rear or side yard setback of less than four feet, the city will not require any modification to the multi-family dwelling as a condition of approving the ADU.
2. The peak height above grade does not exceed the applicable height limit provided in subsection (e)(2) below.
3. If the lot has existing multi-family dwellings, the quantity of detached ADUs does not exceed the number of primary dwelling units on the lot.

(2) *ADU permit.*

a. Except as allowed under subsection (d)(1) above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections (e) and (f) below.

b. The city may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the city's ADU ordinance. The ADU-permit processing fee is determined by the Director of Planning and approved by the city council by resolution.

(3) *Process and Timing.*

a. An ADU permit is considered and approved ministerially, without discretionary review or a hearing.

b. The city must approve or deny an application to create an ADU or JADU within 60 days from the date that the city receives a completed application. If the city has not approved or denied the completed application within 60 days, the application is deemed approved unless either:

1. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
2. When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multi-family dwelling on the lot, the city may delay acting on the permit application for the ADU or JADU until the city acts on the permit application to create the new single-family or multi-family dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.

c. If the city denies an application to create an ADU or JADU, the city must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection (d)(3)(b) above.

d. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

(e) *General ADU and JADU requirements.* The following requirements apply to all ADUs and JADUs that are approved under subsection (d)(1) or (d)(2) above:

(1) *Zoning.*
   a. An ADU or JADU subject only to a building permit under subsection (d)(1) above may be created on a lot in a residential or mixed-use zone.
   b. An ADU or JADU subject to an ADU permit under subsection (d)(2) above may be created on a lot that is zoned to allow single-family dwelling residential use or multi-family dwelling residential use.
   c. In accordance with Government Code section 66333(a), a JADU may only be created on a lot zoned for single-family residences.

(2) *Height.*
   a. Except as otherwise provided by subsections (e)(2)(b) and (e)(2)(c) below, a detached ADU created on a lot with an existing or proposed single-family or multi-family dwelling unit may not exceed 16 feet in height.
   b. A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single-family or multi-family dwelling unit that is located within one-half mile walking distance of a major transit stop or a high quality transit corridor, as those terms are defined in Public Resources Code § 21155, and the ADU may be up to two additional feet in height (for a maximum of 20 feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.
   c. A detached ADU created on a lot with an existing or proposed multi-family dwelling that has more than one story above grade may not exceed 18 feet in height.
   d. An ADU that is attached to the primary dwelling may not exceed 25 feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this subsection (e)(2)(d) may not exceed two stories.
   e. For purposes of this subsection (e)(2), height is measured from existing legal grade to the peak of the structure.

(3) *Fire sprinklers.*
   ~~1.~~a. Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.
   ~~2.~~b. The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.

(4) *Rental term.* No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.

(5) *No separate conveyance.* An ADU or JADU may be rented but, except as otherwise provided in Government Code § 65852.26, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multi-family lot).

(6) *Septic system.* If the ADU or JADU will connect to an onsite wastewater-treatment system, include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last ten years.

(7) *Owner occupancy.* ~~As required by state law, all JADUs are subject to an owner occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However. the owner-occupancy requirement in this subsection (e)(7)(c) does not apply if the property is entirely owned by another governmental agency. land trust. or housing organization.~~
   a. ADUs created under this section on or after January 1, 2020 are not subject to an owner-occupancy requirement.

b. As required by state law, all JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement in this subsection 0 does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

(8) *Deed restriction.* Prior to issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the ~~Director~~ Planning Department. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the city and must provide that:

a. Except as otherwise provided in Government Code ~~§ 65852.26~~ section 66341, the ADU or JADU may not be sold separately from the primary dwelling.
b. The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.
c. The deed restriction runs with the land and may be enforced against future property owners.
d. The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director, providing evidence that the ADU or JADU has in fact been eliminated. The Director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the ADU or JADU is not entirely physically removed but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.
e. The deed restriction is enforceable by the director or his or her designee for the benefit of the city. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the city is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

(9) Reserved. ~~*Income reporting.* In order to facilitate the city's obligation to identify adequate sites for housing in accordance with Government Code §§ 65583.1 and 65852.2, the following requirements must be satisfied:~~

~~a. With the building-permit application, the applicant must provide the city with an estimate of the projected annualized rent that will be charged for the ADU or JADU.~~
~~b. Within 90 days after each yearly anniversary of the issuance of the building permit, the owner must report the actual rent charged for the ADU or JADU during the prior year. If the city does not receive the report within the 90-day period, the owner is in violation of this Code, and the city may send the owner a notice of violation and allow the owner another 30 days to submit the report. If the owner fails to submit the report within the 30-day period, the city may enforce this provision in accordance with applicable law.~~

(10) *Building and safety.*

a. Must comply with building code. Subject to subsection (e)(10)(b) below, all ADUs and JADUs must comply with all local building code requirements.
b. No change of occupancy. Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in California Building Code § 310, unless the building official or Code Compliance Department makes a written finding based on substantial evidence in the record that the construction of the

ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection (e)(10)(b) prevents the city from changing the occupancy code of a space that was uninhabitable space or that was only permitted for non-residential use and was subsequently converted for residential use in accordance with this section.

(f) *Specific ADU requirements.* The following requirements apply only to ADUs that require an ADU permit under subsection (d)(2) above.

(1) *Maximum size.*

a. The maximum size of a detached or attached ADU subject to this subsection (f) is 1,200 square feet.

b. An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.

c. Application of other development standards in this subsection (f), such as lot coverage, might further limit the size of the ADU, but no application of the percent-based size limit in subsection (f)(1)(b) above or of an FAR, front setback, lot coverage limit, or open-space requirement may require the ADU to be less than 800 square feet.

(2) *Setbacks.*

~~d.~~a. An ADU that is subject to this subsection (f) must conform to an 18-foot front-yard setback, subject to subsection (f)(1)(c) above.

~~e.~~b. An ADU that is subject to this subsection (f) must conform to four-foot side- and rear-yard setbacks.

~~f.~~c. No setback is required for an ADU that is subject to this subsection (f) if the ADU is constructed in the same location and to the same dimensions as a legal existing structure.

~~(2)~~ (3) *Lot coverage.* No ADU subject to this subsection (f) may cause the total lot coverage of the lot to exceed 50 percent, subject to subsection (f)(1)(c) above.

~~(3)~~ (4) *Passageway.* No passageway, as defined by subsection (c)(9) above, is required for an ADU.

~~(4)~~ (5) *Parking.*

a. *Generally.* One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by subsection (c)(12) above.

b. *Exceptions.* No parking under subsection (f)(4)(a) is required in the following situations:

1. The ADU is located within one-half mile walking distance of public transit, as defined in subsection (c)(11) above.
2. The ADU is located within an architecturally and historically significant historic district.
3. The ADU is part of the proposed or existing primary residence or an accessory structure under subsection (d)(1)(a) above.
4. When on-street parking permits are required but not offered to the occupant of the ADU.
5. When there is an established car share vehicle stop located within one block of the ADU.
6. When the permit application to create an ADU is submitted with an application to create a new single-family or new multi-family dwelling on the same lot, provided that the ADU or the lot satisfies any other criteria listed in subsections (f)(4)(b)(1) through (5) above.

c. No replacement. When a garage, carport, ~~or~~ covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

~~(5)~~ (6) *Architectural requirements.*

a. The materials and colors of the exterior walls, roof, and windows and doors must match the appearance and architectural design of those of the primary dwelling.
b. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.
c. The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.
d. The ADU must have an independent exterior entrance, apart from that of the primary dwelling.
e. The interior horizontal dimensions of an ADU must be at least ten feet wide in every direction, with a minimum interior wall height of seven feet.
f. Windows and doors of the ADU may not have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.
g. All windows and doors in an ADU are less than 30 feet from a property line that is not a public right-of-way line must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

~~(6)~~ (7) *Landscape requirements.* Evergreen landscape screening must be planted and maintained between the ADU, and adjacent parcels as follows:

a. At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24-inch box size plant shall be provided for every ten linear feet of exterior wall.
b. Plant specimens must be at least six feet tall when installed. As an alternative, a solid fence of at least six feet in height may be installed.
c. All landscaping must be drought tolerant.

~~(7)~~ (8) *Historical protections.* An ADU that is on or within 600 feet of real property that is listed in the California Register of Historic Resources must be located so as to not be visible from any public right-of-way.

(9) *Allowed Stories.* No ADU subject to this subsection (f) may have more than one story, except that an ADU that is attached to the primary dwelling may have the stories allowed under subparagraph (e)(2)(D) of this section.

(g) *Fees.* The following requirements apply to all ADUs that are approved under subsections (d)(1) or (d)(2) above.

(1) *Impact fees.*

a. No impact fee is required for an ADU that is less than 750 square feet in size. For purposes of this subsection (g)(1), "impact fee" means a "fee" under the Mitigation Fee Act (Government Code § 66000(b)) and a fee under the Quimby Act (Government Code § 66477). "Impact fee" here does not include any connection fee or capacity charge for water or sewer service.
b. Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling.)

(2) *Utility fees.*

a. If an ADU is constructed with a new single-family home, a separate utility connection directly between the ADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.
b. Except as described in subsection (g)(2)(a), converted ADUs on a single-family lot that are created under subsection (d)(1)(a) above are not required to have a new or separate utility connection directly between the ADU and the utility. Nor is a connection fee or capacity charge required.
c. Except as described in subsection (g)(2)(a), all ADUs that are not covered by subsection (g)(2)(b) require a new, separate utility connection directly between the ADU and the utility for any utility that is provided by the city. All utilities that are not provided by the city are subject to the connection and fee requirements of the utility provider.
    1. The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.
    2. The portion of the fee or charge that is charged by the city may not exceed the reasonable cost of providing this service.

(h) *Nonconforming zoning code conditions, building code violations, and unpermitted structures.*

(1) *Generally.* The city will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.
(2) *Unpermitted ADUs and JADUs constructed before ~~2018~~ 2020.*
    a. *Permit to legalize.* As required by state law, the city may not deny a permit to legalize an existing, but unpermitted ADU or JADU that was constructed before January 1, ~~2018~~ 2020, if denial is based on either of the following grounds:
        1. The ADU or JADU violates applicable building standards, or
        2. The ADU or JADU does not comply with the state ADU or JADU law ~~(Government Code § 65852.2)~~ or this ADU ordinance (Section 30-467).
    b. *Exceptions.*
        1. Notwithstanding subsection (h)(2)(a) above, the city may deny a permit to legalize an existing, but unpermitted ADU or JADU that was constructed before January 1, ~~2018~~ 2020, if the city makes a finding that correcting a violation is necessary ~~to protect the health and safety of the public or of occupants of the structure~~ to comply with the standards specified in Health and Safety Code section 17920.3.
        2. Subsection (h)(2)(a) above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code § 17920.3.

NOTICE OF EXEMPTION

TO: Clerk of the Board of Supervisors
County of San Bernardino
385 N. Arrowhead Avenue, 2nd Floor
San Bernardino, CA 92415-0130

FROM:
City of Fontana
Planning Department
8353 Sierra Avenue
Fontana, CA 92335

Project Title: Master Case No. 24-073
Municipal Code Amendment No. 24-006

Project Location - Specific: Citywide
(a) Project Location - City: Fontana, CA
(b) Project Location - County: San Bernardino

1. Description of nature, purpose, and beneficiaries of Project: Municipal Code Amendment No. 24-006 - Fontana Municipal Code amendment to Chapter 30 (Zoning and Development Code) pertaining to accessory dwelling units and junior accessory dwelling units.

2. Name of Public Agency approving project: City of Fontana

3. Name of Person or Agency carrying out project: City of Fontana

4. Exempt status: (Check one)
   (a) _____ Ministerial project.
   (b) _____ Not a project.
   (c) _____ Emergency Project.
   (d) _____ Categorical Exemption. State type and class number:
   (e) _____ Declared Emergency.
   (f) __X___ Statutory Exemption. State Code section number: Per California Public Resources Code section 21080.17, CEQA does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 66313.
   (g) ___ Other. Explanation:

5. Reason why project was exempt: This project is a citywide amendment to Chapter 30 of the Fontana Municipal Code pertaining to accessory dwelling units and junior accessory dwelling units. There is no associated development with this project.

6. Contact Person: Cecily Session-Goins, Associate Planner Telephone: (909) 350-6723

Date Received for Filing:

(Clerk Stamp Here)

Rina Leung
Senior Planner

FONTANA
CALIFORNIA

NOTICE PUBLIC HEARING

Si desea información en Español referente a esta notificación o proyecto, favor de comunicarse al (909) 350-6728.

In compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof, the Agenda will be made available in appropriate alternative formats to persons with a disability. Should you need special assistance to participate in this meeting, please contact the City Clerk's Department by calling (909) 350-7602. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

A PUBLIC HEARING HAS BEEN SCHEDULED BEFORE THE PLANNING COMMISSION OF THE CITY OF FONTANA FOR THE FOLLOWING:

MASTER CASE (MCN) NO. 24-073 and MUNICIPAL CODE AMENDMENT (MCA) NO. 24-006

An amendment to Chapter 30 of the Fontana Municipal Code (FMC) that will modify Section No. 30-467 pertaining to accessory dwelling units (ADUs) and junior accessory dwelling units (JADU) to comply with State of California law

Environmental Determination:	Under California Public Resources Code section 21080.17, CEQA does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law, and which also regulates JADUs, as defined by section 66313. Therefore, the adoption of the proposed ordinance is statutorily exempt from CEQA in that it implements state ADU law.
Location of Property:	Citywide
Date of Hearing:	January 21, 2025
Place of Hearing:	City Hall Council Chambers 8353 Sierra Avenue Fontana, CA 92335
Time of Hearing:	6:00 pm

Should you have any questions concerning this project, please contact Cecily Session-Goins, Associate Planner, at (909) 350-6723 or by email at csgoins@fontanaca.gov

ANY INTERESTED PARTY MAY PROVIDE INFORMATION BY LETTER OR EMAIL WHICH MAY BE OF ASSISTANCE TO THE PLANNING COMMISSION. A COPY OF THE APPLICATION AND ENVIRONMENTAL DOCUMENTATION IS AVAILABLE FOR INSPECTION AT THE PLANNING DEPARTMENT, CITY HALL. PLEASE CONTACT THE PLANNER LISTED ABOVE.

IF YOU CHALLENGE IN COURT ANY ACTION TAKEN CONCERNING A PUBLIC HEARING ITEM, 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 TO THE CITY AT, OR PRIOR TO, THE PUBLIC HEARING.

Publication date: January 10, 2025
¼ page

Excerpt of Planning Commission Minutes of January 21, 2025:

PH-B Master Case No. 24-073 and Municipal Code Amendment (MCA) No. 24-006: Fontana Municipal Code Amendments to Chapter 30 (Zoning and Development Code) to modify Section No. 30-467 pertaining to accessory dwelling units (ADUs) and junior accessory dwelling units (JADU) to comply with State of California law.

Vice Chair Sanchez opened Public Hearing.

Cecily Session-Goins, Associate Planner, presented the staff report.

No written correspondence was received.

The Public Hearing was closed.

RECOMMENDATION:

Based on information in the staff report, staff recommends that the Planning Commission adopt Resolution No. PC 2025-003; and,

1. **Determine that the proposed ordinance is statutorily exempt from the California Environmental Quality Act ("CEQA") pursuant to California Public Resources Code section 21080.17 as CEQA does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 66313; and,**

2. **Approve a resolution recommending that the City Council adopt an Ordinance for Municipal Code Amendment (MCA) No. 24-006 to amend Chapter 30 of the Municipal Code.**

ACTION: Motion was made by Commissioner Thrasher and seconded by Commissioner Sangha and passed by a vote of 4-0 to approve Public Hearing Item "B" and adopt Resolution No. PC 2025-003.

The motion carried by the following vote:

AYES: Vice Chair Sanchez, Secretary Quintana, Commissioners Thrasher, and Sangha; NOES: None; ABSTAIN: None; ABSENT: None

FONTANA
CALIFORNIA

NOTICE PUBLIC HEARING

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A PUBLIC HEARING HAS BEEN SCHEDULED BEFORE THE CITY COUNCIL OF THE CITY OF FONTANA FOR THE FOLLOWING:

MASTER CASE (MCN) NO. 24-073 and MUNICIPAL CODE AMENDMENT (MCA) NO. 24-006

An amendment to Chapter 30 of the Fontana Municipal Code (FMC) that will modify Section No. 30-467 pertaining to accessory dwelling units (ADUs) and junior accessory dwelling units (JADU) to comply with State of California law

Environmental Determination:	Under California Public Resources Code section 21080.17, CEQA does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law, and which also regulates JADUs, as defined by section 66313. Therefore, the adoption of the proposed ordinance is statutorily exempt from CEQA in that it implements state ADU law.
Location of Property:	Citywide
Date of Hearing:	March 25, 2025
Place of Hearing:	City Hall Council Chambers 8353 Sierra Avenue Fontana, CA 92335
Time of Hearing:	2:00 pm

Should you have any questions concerning this project, please contact Cecily Session-Goins, Associate Planner, at (909) 350-6723 or by email at csgoins@fontanaca.gov

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IF YOU CHALLENGE IN COURT ANY ACTION TAKEN CONCERNING A PUBLIC HEARING ITEM, 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 TO THE CITY AT, OR PRIOR TO, THE PUBLIC HEARING.

Publication date: March 14, 2025
¼ page

File #: 25-0094
Agenda #: A.

Agenda Date: 3/25/2025
Category: New Business

FROM:
Community Services

SUBJECT:
Adopt **Ordinance No. 1967**, Amending Chapters 16, 17, and 19 of the Fontana Municipal Code to make sections more intuitive and to incorporate current best practices.

RECOMMENDATION:

1. Read by title only and waive the further reading of section 16-17 to allow the sale and consumption of beer and alcohol incidental to the purpose of a permit obtained for a designated area in a public park under sections 17-5 and 19-3 of the FMC with approvals, including that of the city manager, as it pertains to tourism, community, and cultural events.

2. Read by title only and waive the further reading of section 17-5 to amend the requirements and timeframes for permits for meetings, assemblies, rallies, demonstrations and parades consisting of 50 or more individuals on a public street, sidewalk or other public place within the city to grant the City an appropriate amount of time to receive and review applications and to include additional methods of service for applicants to receive notice of the City's decision on such applications.

3. Read by title only and waive the further reading of Chapter 19, sections 19-1, 19-2, 19-3, and 19-35 to update references to the Parks, Community and Human Service Commission; prohibit any tournament or the charge of admission fees or associated fees in any publicly maintained park; increase the threshold of the number of people required for a permit under the chapter; amend the reservation procedure to provide an indemnity provision and to increase the timeframes for reservation requests for permits under the chapter; amend the conditions for denial to further clarify such conditions for permits under the chapter; and to update the duties of the parks, community and human services commission to bring the municipal code current.

COUNCIL GOALS:

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Increase citizen involvement by seeking community input.
- Increase citizen involvement by informing the public about issues, program, and accomplishments.

DISCUSSION:
The recommended revisions to Chapters 16, 17, and 19 of the Fontana Municipal Code ("FMC")

initiate the commencement of a series of revisions that make for a more clear and concise code that aligns with the City's preferred and/or most current practices.

The revision to Chapter 16, Section 16-17 will allow for the sale and consumption of beer and alcohol for community and cultural events at specifically designated public parks under Sections 17-5 and 19 -3 of the FMC with approvals, including that of the city manager.

The revision to Chapter 17 Section 17-5 amends the requirements and timeframes for permits for meetings, assemblies, rallies, demonstrations and parades consisting of 50 or more individuals on a public street, sidewalk or other public place within the City. Allowing the City the appropriate amount of time to receive and review applications, and to include additional methods of service for applicants to receive notice of the City's decision on such applications.

The revision of Chapter 19, Section 19-1 will update the references to the Parks, Community and Human Services Commission and prohibit any tournament or charge of admission and associated fees in any publicly maintained park.

The revision of Chapter 19, Section 19-2 will increase the threshold of the number of people required for a permit under the chapter.

The revision of Chapter 19, Section 19-3 will amend the reservation procedure to provide an indemnity provision and to increase the timeframes for reservation requests for permits under the chapter and amend the conditions for denial to further clarify such conditions for permits under the chapter.

The revision of Chapter 19, Section 19-35 updates the duties of the Parks, Community and Human Services Commission to bring the municipal code current.

FISCAL IMPACT:
None

MOTION:
Accept Staff Recommendations

ORDINANCE NO. 1967

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, AMENDING SECTIONS 16-17, 17-5, AND MULTIPLE SECTIONS OF CHAPTER 19 OF THE FONTANA MUNICIPAL CODE TO ALLOW FOR THE SALE AND CONSUMPTION OF ALCOHOL INCIDENTAL TO THE PURPOSE OF A PERMIT UNDER SECTIONS 17-5 AND 19-3 OF THE MUNICIPAL CODE; AMEND THE STANDARDS, CONDITIONS AND REQUIREMENTS FOR SPECIAL PERMITS AND PERMITS ON PUBLIC MEETINGS AND DEMONSTRATIONS; PROHIBIT TOURNAMENTS, ADMISSION AND ASSOCIATED FEES IN PUBLIC PARKS; AND CLEAN UP ERRONEOUS LANGUAGE IN THE RESPECTIVE SECTIONS OF THE MUNICIPAL CODE.

WHEREAS, the City of Fontana, California ("City") is a general law city, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, pursuant to Article XI, Section 7 of the California Constitution, the City may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens; and

WHEREAS, the City desires to modify Chapter 16-17 of the FMC to allow for the sale and consumption of beer and alcohol incidental to the purpose of a permit obtained for a designated area in a public park under Sections 17-5 and 19-3 of the FMC with approvals, including that of the city manager, as it pertains to tourism, community and cultural events; and

WHEREAS, the City desires to modify Chapter 17-5 of the FMC to amend the requirements and timeframes for permits for meetings, assemblies, rallies, demonstrations and parades consisting of 50 or more individuals on a public street, sidewalk or other public place within the city to grant the City an appropriate amount of time to receive and review applications, and to include additional methods of service for applicants to receive notice of the City's decision on such applications; and

WHEREAS, the City desires to modify Chapter 19 to update references to the Parks, Community and Human Service Commission; prohibit any tournament or the charge of admission and associated fees in any publicly maintained park; increase the threshold of the number of people required for a permit under the chapter; amend the reservation procedure to provide an indemnity provision and to increase the timeframes for reservation requests for permits under the chapter; amend the conditions for denial to further clarify such conditions for permits under the chapter; and to update the duties of the parks, community and human services commission to bring the municipal code current; and

WHEREAS, the City desires to clean up the erroneous language of the respective sections of Chapters 16, 17, and 19 to provide for a more comprehensible and concise municipal code.

THE CITY COUNCIL OF THE CITY OF FONTANA DOES ORDAIN AS FOLLOWS:

Section 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by this reference as findings in support of this Ordinance.

Section 2. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(3) (the activity is not a project as defined in Section 15378) 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.

Section 3. Municipal Code Amendment. Chapters 16, 17 and 19 of the FMC are hereby amended to read as provided in Exhibit A which is attached hereto and incorporated herein by this reference.

Section 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

Section 5. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk's office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian of these records is the City Clerk.

Section 6. Effective Date. This Ordinance shall be effective thirty days (30) following its adoption.

Section 7. Publication. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City of Fontana.

APPROVED AND ADOPTED by the City Council of the City of Fontana, at a regular meeting of the City Council held on the 8th day of April, 2025.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance introduced at a regular meeting of said City Council on the 25th day of March, 2025 and was finally passed and adopted not less than five days thereafter on the 8th day of April, 2025, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

Sec. 16-17. Public consumption of intoxicant and possession of open container of alcoholic beverage prohibited.

(a) As used in this section, "alcoholic beverage" includes alcohol, spirits, liquor, wine, beer and every liquid or solid containing alcohol, spirits, liquor, wine, or beer, and which contains one-half of one percent or more of alcohol by volume, and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.

(b) It shall be unlawful for any person to drink an alcoholic beverage while upon any street, alley, way, sidewalk, parkway, playground, or park within the city, or within any building owned by or leased to the city, whether such person is or is not in or upon any automobile or other vehicle or conveyance.

(c) It shall be unlawful for any person to possess any can, bottle, or other receptacle containing an alcoholic beverage, as defined in subsection (a), that has been opened, or had its seal broken, or the contents of which have been partially removed, in any city park or other city-owned property or other public place, including, but not limited to, city-owned or city-leased buildings, parking lots, streets, alleys, ways, sidewalks, parkways and playgrounds.

(d) It shall be unlawful for any person possessing any can, bottle, or other receptacle containing an alcoholic beverage, as defined in subsection (a), that has been opened, or had its seal broken, or the contents of which have been partially removed, to enter or remain on the posted premises of, including the posted parking lot immediately adjacent to, any retail package off-sale alcoholic beverage licensee licensed pursuant to Division 9 (commencing with Section 23000) of the Business & Professions Code. All licensees shall comply with the following requirements:

(1) All retail package off-sale alcoholic beverage licensees licensed pursuant to Division 9 (commencing with Section 23000) of the Business & Professions Code to operate in the city shall post the licensed premises with permanent signs which shall include language stating the following: "Possession of any open alcoholic beverage container in or outside this store is prohibited by law."

(2) Required signs shall be posted such that they are visible to (i) patrons of the licensee; (ii) patrons using the parking lot immediately adjacent to the licensed premises; and (iii) persons on any public sidewalk immediately adjacent to the licensed premises.

(3) For purposes of this subsection "posted premises" shall mean those premises which are subject to licensure under any retail off-sale alcoholic beverage license, the parking lot immediately adjacent to the licensed premises, and any public sidewalk immediately adjacent to the licensed premises which are posted with notices pursuant to subsections (d)(1) and (d)(2). "Parking lot immediately adjacent to the licensed premises" shall mean any parking lot, which is contiguous to the licensed premises and is utilized by patrons of the licensed premises, except a private residential parking lot immediately adjacent to the posted premises.

(e) Subsections (b) and (c) shall not apply to any designated area or location within the city for a temporary permit of up to seven days, which designated area or location has been approved by resolution of the city council. In addition, subsections (b) and (c) shall not apply to any designated area or location within the city for a temporary permit of up to seven days, which designated area or location has been approved by the city manager or his/her designee upon determining that public convenience would be served, that the public health, safety and welfare would not be affected and if there is insufficient time for the city council to take formal action on the request. Such designation shall be reported to city council at their next regularly scheduled city council meeting.

(f) Subsection (b) and (c) shall not apply to any designated building owned by or leased to the city which has been rented to a private citizen or group, which has been approved by the parks, community and human

services commission. In addition, subsections (b) and (c) shall not apply to any designated building owned by or leased to the city which has been rented to a private citizen or group, which has been approved by the city manager or his/her designee upon determining that public convenience would be served, that the public health, safety and welfare would not be affected and if there is insufficient time for the parks, community and human services commission to take formal action on the request. Such designation shall be reported to the parks, community and human services commission at their next regularly scheduled parks, community and human services commission.

(g) This section shall not apply when an individual is in possession of an alcoholic beverage container for the purpose of recycling or other related activity. Furthermore, this section shall not be deemed to make punishable any act or acts which are prohibited by any law of the state.

(h) Any person in violation of this section shall be guilty of an infraction. Alcoholic beverage licensees in violation of subsection (d)(1) and (d)(2) shall also be guilty of an infraction.

(i) Public Park. Section 19-1(a)(8) of the Fontana Municipal Code shall not apply to a designated area in a public park under Section 19-3 and Section 17.5 of the Fontana Municipal Code for a permit where the sale of beer and wine is incidental to the purpose of the permit. All permit applicants are still subject to, and must comply with, all applicable federal, state and local regulations for the sale of beer and wine. Any permit application under Section 19-3 and Section 17.5 of the Fontana Municipal Code, where the sale of beer and wine is incidental to the purpose of the permit, must obtain city manager approval. Additionally subsections (b) and (c) of this Section 16-17 shall not apply to any permit which has been approved by the city manager pursuant to this subsection (i).

(Ord. No. 1174, § 1, 12-19-95; Ord. No. 1277, § 1, 2-2-99; Ord. No. 1347, § 1, 6-5-01; Ord. No. 1652, § 1(Exh. E), 1-10-12; Ord. No. 1780, § 5, 9-25-18)

Sec. 17-5. Meetings, demonstrations and parades.

(a) *Permit requirements.* No person shall conduct a public meeting, assembly, rally, demonstration or parade consisting of 50 or more individuals in or upon a public street, sidewalk, or other public place within the city, or participate in any such function, unless and until a permit to conduct such public meeting, assembly, rally, demonstration or parade has been obtained pursuant to this section 17-5.

(b) *Application for permit; bond.* Any person wishing to conduct a public meeting, assembly, rally, demonstration or parade, consisting of 50 or more individuals in or upon a public street, sidewalk, or other public place within the city, shall apply to the city manager for a permit no fewer than 14 calendar days in advance of the proposed public meeting, assembly, rally, demonstration or parade; provided, however, that any person wishing to conduct a public meeting, assembly, rally, demonstration or parade in or upon a public street within the city shall apply to the city manager for a permit no fewer than ~~30~~ 90 calendar days in advance of the proposed public meeting, assembly, rally, demonstration or parade if said event requires the closure of any public street within the city. Permit applications shall be made in writing on a special event application form as approved by the city manager requiring the following information and items, all of which shall be required prior to the application being deemed complete:

(1) The name, address and telephone number of the person applying for the permit. If the permit is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization, and of the authorized head of such organization.

(2) A statement of the nature or purpose of the proposed use, event or activity.

(3) The proposed date and the estimated starting and ending time of the proposed use, event or activity.

(4) The proposed location of any assembly areas, disbanding areas, and route(s) proposed, as well as the detour route(s) proposed for pedestrian and vehicular traffic.

(5) The type and estimated number of participants, vehicles, and animals, as applicable. The number of participants in each marching unit shall be given and any sound amplifying equipment proposed for use shall be described.

(6) The proposed location of any booths, stages, or other temporary structures proposed as part of the proposed use, event, or activity including the submittal of plans and other information providing accurate dimensions of all structures, materials and color information, as well as structural and anchoring details.

(7) The proposed location of any electrical equipment to be used, such as amplifiers and lighting equipment, as well as a description of the type and number of such equipment.

(8) The proposed location of parking facilities to be used by the event participants.

(9) Each permit application and permit shall expressly provide that the permittee agrees to defend, protect, indemnify and hold the city, its officers, employees and agents free and harmless from and against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of, or resulting from the alleged acts or omissions of permittee, its officers, agents or employees in connection with the permitted event or activity; and the permit shall expressly provide that the permittee shall, at permittee's own cost, risk and expense, defend any and all claims or legal actions that may be commenced or filed against the city, its officers, agents or employees, and that permittee shall pay any settlement entered into and shall satisfy and judgment that may be rendered against the city, its officers, agents or employees as a result of the alleged acts or omissions of permittee or permittee's officers, agents or employees in connection with the uses, events or activities under the permit.

(10) The permit application and permit shall provide that the sponsoring entity agrees to be liable to the city for all city departmental service charges incurred in connection with or due to the permittee's activities under the permit. In calculating the departmental service charges, the permittee shall not be responsible for the costs of protecting the permittee and the public from any hostile response to the permitted activity.

(11) The applicant or sponsoring entity shall provide to the city, in cash, bond (issued by a surety licensed and admitted to conduct surety business within the state) or letter of credit, in an amount determined from the time to time by city council resolution to cover all city departmental service charges incurred in connection with or due to the permittee's activities under the permit. If city property is destroyed or damaged by reason of permittee's use, event or activity, the permittee shall reimburse the city for the actual replacement or repair cost of the destroyed or damaged property.

(c) *Definitions.* As used in this section:

City manager means the City of Fontana City Manager or his or her designee.

Demonstration or *rally* means any planned assembly or rally consisting of persons, animals or vehicles, or combination thereof, upon any public street, sidewalk or alley or public place.

Parade means any planned or spontaneous march or procession of persons, animals or vehicles, or combination thereof, upon any public street, sidewalk or alley or public place.

Public meeting means any planned or spontaneous assembly consisting of persons, animals or vehicles, or combination thereof, upon any public street, sidewalk, alley or public place.

(d) *Conditions.*

(1) No permit shall be issued for the sole purpose of advertising or displaying products, services, or wares by a business establishment or person.

(2) Events qualifying under the definition of a parade, demonstration or rally shall be limited to a route distance of 1½ miles.

(3) Official entries for such events, i.e., floats, marching bands, VIP vehicles, equestrians, etc., shall not exceed 150 units.

(4) No person shall carry or possess any weapon, nor shall any person use any length of lumber, wood, wood lath, metal or like material or bottles or other objects or materials as a weapon, while on public property or while participating in any parade, demonstration or rally.

(e) *Exemptions.*

(1) Athletic events sponsored by the community services department, i.e., running, walking, bike-a-thons, triathlons, etc. are exempt from the provisions of subsection (d).

(2) Exempted from this section 17-5 shall be block party permits, which shall be regulated under an appropriate resolution adopted by the city council and establishing guidelines for such activities.

(3) Any funeral processions.

(4) Any special event, community/commercial picnic, celebration, parade, service or exercise, or other organized activity held or conducted within a public park or public facility and regulated pursuant to chapter 19, article I of this Code.

(5) Any co-sponsored events, but only to the extent provided for by city guidelines established for co-sponsorship.

(f) *Processing of permits.*

(1) If a complete application is filed after the filing deadline, the city manager shall immediately investigate to determine if he or she has sufficient time to process the application, to investigate the effects of the proposed use, event or activity on traffic and other conditions, and to obtain police services for such permit. The applicant shall have an opportunity to demonstrate that the circumstances giving rise to the proposed use, event or activity did not reasonably allow the participants to file for a permit within the time prescribed and that imposition of the time limitation would unreasonably restrict the right of free speech. If such a demonstration is made, and the city manager makes none of the findings set forth in subsection (f)(3)b., he or she shall issue a permit despite the lack of 14 calendar days' advance application (or, in the case of events requiring ~~30~~ 90 calendar days' advance notice, despite the lack of ~~30~~ 90 calendar days).

(2) The permit application shall be considered complete on the date that the information and security required by this section is provided.

(3) The city manager shall issue the permit, conditioned upon the applicant's written agreement to comply with ~~any and all~~ the terms of this section and any conditions imposed on the issuance of the permit, unless he or she finds that:

a. The information contained in the application is false or intentionally misleading or the applicant ~~fails~~ failed to complete the application after having been notified of additional information that is required.

b. The activity will endanger public health, welfare or safety for the reasons set forth herein, and reasonable adjustments to the community traffic control, street and property maintenance, or police, fire, or ambulance protection would not alleviate such danger.

1. An application received prior in time has been approved for the same time and place so close as to cause undue traffic congestion or exceed the ability of the city to provide police and other services for both uses, events or activities.

2. The time, route, or size of the proposed use, event or activity will substantially and unreasonably interrupt the safe and orderly movement of pedestrian or vehicular traffic in contiguous areas or will disrupt the use of streets or rights-of way at a time of usual traffic congestion.

3. The concentration of persons, animals and vehicles, or a combination thereof, for the proposed use, event or activity will prevent proper police, fire or ambulance service to contiguous areas.

4. The proposed use, event or activity is of a size or nature that requires a diversion of so great a number contiguous area that will prevent reasonable police protection to the remainder of the city.

5. The location of the proposed use, event or activity will substantially interfere with construction or maintenance work scheduled upon or along the city streets or rights-of-way or will interfere with a previously granted encroachment permit.

6. The permittee has failed to provide for the services of sufficient monitors to control the orderly conduct of the proposed use, event or activity.

7. The permittee has failed to provide a reasonable means of informing all of the persons participating therein of the terms and conditions so such permit.

8. The proposed use, event or activity will result in harm to persons or property.

9. The preparation for or the conduct of the proposed use, event or activity will unduly impede, obstruct, or interfere with the city's ability to perform municipal functions or furnish city services in the vicinity of the permit area.

(4) When the grounds for denial of an application can be corrected by altering the date, time, duration, route, location, maximum length, speed, stops permitted, accommodation of other traffic and number and types of vehicles, the city manager shall, instead of denying the application, conditionally approve the application subject to such corrections and conditions. The conditions imposed shall provide only for such modification of the applicant's proposal as are reasonably necessary to comply with subsection (f)(3)b.

(5) The city manager shall uniformly consider each application upon its merits, and shall not deny any permit based upon political or religious grounds or reasons.

(6) Within 14 calendar days after the filing of the permit application ~~(or, in the case of events requiring 30 90 calendar days, within 30 90 calendar days after the filing of the application)~~ the city manager shall issue or deny the permit, and shall notify the applicant, in writing, of the action taken. Such service shall be made either by personal service, fax, email or first class mail (postage prepaid). In those instances when issuance or denial occurs three days or less before the proposed use, event, or activity the city manager is authorized to use other reasonable means of notification provided the applicant is provided actual notification.

(7) If the city manager denies the permit, he or she shall set forth the reasons for denial. The city manager's decision shall be final unless appealed.

(8) Any applicant may appeal the final decision of the city manager to the city council. Appeals shall be filed with the city clerk within two calendar days after the applicant is served with written notice of the decision. Except as otherwise provided in 17-5 (f)(3)b.6, failure of any person to receive written notice shall not invalidate same. The city council shall act upon the appeal at the next regularly scheduled city council meeting held more than seven calendar days and less than 14 calendar days after the filing of the appeal. If no such meeting is scheduled, the mayor shall call a special city council meeting to consider and act upon such appeal within 14 calendar days after the filing of such appeal.

(9) Expedited judicial review of any decision made by the city council made pursuant to section 17-5 may be had pursuant to Code of Civil Procedure Section 1094.8.

(g) *Street closure.*

(1) The city manager may authorize the temporary closure of streets or highways for meetings, assemblies, rallies, demonstrations or parades for which a permit has been issued pursuant to this section 17-5.

(2) Once authorized pursuant to subsection (g)(1), the chief of police or any on-scene peace officer supervisor may cause the closure of such streets and highways as designated by the city manager, as well as additional streets and highways for if such supervisor deems such additional closure necessary in order to ensure safety of persons or property in the area and the orderly flow of traffic.

(h) *Interference.*

(1) No person shall, without the consent of the permittee, join or participate in any parade, public meeting, rally, demonstration or assembly, or in any manner interfere with its progress or orderly conduct.

(2) Any person violating any of the provisions of this section shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than $500.00 or by imprisonment for not more than six months, or by both such fine and imprisonment.

(Code 1968, § 16-5; Ord. No. 1472, § 1, 2-1-05; Ord. No. 1503, § 1, 6-27-06; Ord. No. 1543, § 1, 2-26-07)

Cross reference(s)—Picnics, parades, etc., in parks, § 19-2; streets and sidewalks, ch. 25.

Chapter 19 – ~~PARKS AND COMMUNITY SERVICES~~ PARKS, COMMUNITY AND HUMAN SERVICES

ARTICLE I. IN GENERAL

Sec. 19-1. Prohibited acts.

(a) No person shall do any of the acts specified in this section within the limits of any publicly maintained park:

(1) Bring or permit therein any horses, goats, cats, fowl, dogs or any other animals, excepting such animals which are brought into any park for purposes of exhibition pursuant to a special permit or in specially designated areas and excepting specially trained guide dogs, signal dogs or service dogs, when such dog accompanies a blind, deaf or physically disabled person.

(2) Wound, kill or catch or attempt to wound, kill or catch any bird, fowl, fish or other animal.

(3) Indulge in any riotous or offensive conduct as defined in Penal Code § 415 or use vulgar or obscene language as defined in Penal Code § 311.

(4) Make campfires in any other places than in stoves and barbecues provided by the city.

(5) Practice, carry on, conduct or solicit for any trade, occupation, business or profession; excepting only upon special permit, when applicable, granted as set forth in section 19-3.

(6) Cut, deface, remove or damage any tree, shrub, plant, wood, turf, rock, sand, gravel or earth or pick any flowers without special permit granted as set forth in section 19-3, when applicable.

(7) Play or engage in any game or tournament, except at such places as shall be especially set apart for that purpose, and, when applicable, in accordance with a special permit issued pursuant to section 19-3.

(8) Have, possess, carry, sell or consume any intoxicating liquor. For the purpose of this subsection, the term "intoxicating liquor" shall be construed to include any spirituous, vinous, malt or mixed liquors containing one-half of one percent by volume of alcohol which are fit for beverage purposes, excepting only upon authorization pursuant to section 16-17.

(9) Park automobiles or other vehicles except at places especially provided or designated for such purposes or leave automobiles or other vehicles with the engine running.

(10) Throw or deposit any bottles, tin cans, broken glass, paper, rubbish, refuse or waste material of any kind at any place except in containers for such purposes.

(11) Sell or offer for sale any goods merchandise, articles or things whatsoever; excepting only upon special permit granted as set forth in section 19-3.

(12) Drive or operate any motor vehicle in excess of five miles per hour in any park.

(13) Swim, fish, wade, bathe in or pollute the waters of any fountain, pond, lake or stream. Wading shall be permitted in the wading pool especially designed for wading purposes.

(14) Propel any vehicle, motorcycle or automobile on any footpaths, hiking trails, bike paths or elsewhere than roads or drives provided for such purpose.

(15) Skateboarding, roller blading, and skating except in designated facilities and areas specially designed for such purpose.

(16) To roller skate or bicycle upon the tennis courts within any public park within the city.

(17) To use sound amplifiers or speakers in a park in such a manner that the sound is amplified so as to be audible at a distance of 150 feet or more, unless a special permit is obtained as set forth in section 19-3.

(18) To post or otherwise affix any bills, notices or other papers upon any tree or structure within such parks, or upon any fence gate or enclosure.

(19) Charge admission or associated fees. This section 19-1(a)(19) shall not apply to Miller Park.

(Code 1968, § 19-1; Ord. No. 1086, § 42, 8-17-93; Ord. No. 1364, § 1, 11-20-01)

Sec. 19-2. Picnics, parades, etc.

No person~~, company, society or organization~~ or society shall hold or conduct any picnic, celebration, community/commercial parade, service or exercise consisting of ~~50~~ 100 people or more in any public park without a special permit granted as provided in section 19-3, and it shall be unlawful for any person to take part in any picnic, celebration, parade, service or exercise held or conducted contrary to the provisions of this section.

(Code 1968, § 19-3; Ord. No. 1364, § 1, 11-20-01; Ord. No. 1504, § 1, 6-27-06)

Cross reference(s)—Meetings, demonstrations and parades, § 17-5.

Sec. 19-3. Special permits.

(a) Special permits as provided for in this chapter shall be issued only by the community services director in accordance with the criteria and requirements of this section.

(b) Authority is also granted by the city council to the community services director to process and approve special permits for banners to be erected across city streets, at designated locations, for holiday decoration and advertisement of nonprofit activities within the community.

(c) Reservations for activities in parks and public facilities. The community services director or designee shall be responsible for scheduling and controlling the use of the parks and public facilities, or portions thereof, for the benefits and participation by interested public and private persons and groups. Any person or group desiring to reserve any football field, soccer field, ball field, tennis court, swimming pool, picnic facility, or other park facility shall apply for a special permit in accordance with this section. Such application shall be in writing, giving the name of the facility, the proposed use, the date of its proposed use, and the person or group to whom the permit is to be granted. The person or group to whom the special permit is to be granted shall abide by all policies and procedures applicable to the facility proposed to be used.

When an application includes the request for a community/commercial parade to be held upon public rights-of-way, the following information shall also be included in writing:

(1) The type and estimated number of participants, vehicles, animals and floats, as applicable. Each float shall be described in terms of its width, height, power source and speed. The number of participants in each marching unit shall be given and any sound amplifying equipment proposed for use shall be described.

(2) The proposed location of any booths, stages, or other temporary structures proposed as part of the proposed use, event, or activity including the submittal of plans and other information providing

accurate dimensions of all structures, materials and color information, as well as structural and anchoring details.

(3) The proposed location of any electrical equipment to be used, such as amplifiers and lighting equipment, as well as a description of the type and number of such equipment.

(4) The proposed location of parking facilities to be used by the event participants.

(5) Each permit application and permit shall expressly provide that the permittee agrees to defend, protect, indemnify and hold the city, its officers, employees and agents free and harmless from and against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of, or resulting from the alleged acts or omissions of permittee, its officers, agents or employees in connection with the permitted event or activity; and the permit shall expressly provide that the permittee shall, at permittee's own cost, risk and expense, defend any and all claims or legal actions that may be commenced or filed against the city, its officers, agents or employees, and that permittee shall pay any settlement entered into and shall satisfy and judgment that may be rendered against the city, its officers, agents or employees as a result of the alleged acts or omissions of permittee or permittee's officers, agents or employees in connection with the uses, events or activities under the permit.

Reservation procedure. Any group or person desiring to use city parks, public facilities, public rights-of-way, or portions thereof, shall request from the community services director or his designee a special permit for the reservation of the same for such use. Persons or groups from within the city shall be given priority over persons or groups from outside the city if a conflict in scheduling arises. Requests for use shall be submitted in writing to the community services department on the facility use or special event application approved by the city manager in accordance with the following deadlines:

(1) For special events: not less than ~~120~~ 90 calendar days in advance, and not more than ~~six months~~ one year in advance of the proposed use. If the special event also constitutes a public meeting or demonstration as defined in section 17-5, the deadlines set forth in that section shall control.

(2) For community/commercial parades: not less than ~~120~~ 90 calendar days in advance, and not more than ~~six months~~ one year in advance of the proposed use.

(3) For all other organized activities: not less than 14 calendar days in advance, and not more than ~~six months~~ one year in advance of the proposed use.

Upon the written approval by the community services director or designee, the applicant shall pay such application fees as approved by resolution of the city, not less than 30 calendar days in advance of the proposed use for special events or community/commercial parades, or 14 calendar days in advance of all other proposed organized activities. The community services director shall either approve, deny or conditionally approve a completed application for a special permit within 30 calendar days of the city's receipt of such application for special events and community/commercial parades, or seven calendar days in advance of all other proposed organized activities.

Conditions. The community services director may impose such reasonable conditions upon the issuance of any special permit as he or she deems necessary for the protection of the public health, safety, and welfare, including conditions related to time, place, frequency, duration, maximum number of persons in attendance, parking restrictions, and placement of apparatus and equipment. Each permit issued pursuant to this section shall provide that permittee will observe all applicable regulations governing the use of city parks.

Insurance. The community services director may also require the applicant to provide such additional liability insurance, security personnel, water sanitary facilities and refuse receptacles as the community services director determines to be necessary for the protection of public health, safety, and welfare in connection with the intended use.

Fees and deposits. Fees and deposits required in respect to special permits may include, without limitation, such amount as may be determined by resolution of the city, to be necessary to compensate the city, for the administrative costs associated with the special permit, as security for repair of damage to the park, public facilities, or public rights-of-way for the cost of cleanup, and for extra personnel to regulate conduct and traffic.

Clean up and repair expense. The application form shall provide that the applicant shall reimburse the city for all unusual or any extraordinary cleanup and repair expenses and for services provided by the city arising out of the activity authorized by the special permit, unless the event is approved as a co-sponsored event or activity.

Denial, cancellation or termination of permit or reservation. The community services director shall, within 30 calendar days of receipt of an application for a proposed special event or community/commercial parade, and 14 calendar days of receipt of an application for all other organized activities pursuant to this section, deny, cancel, or terminate the special permit and require the immediate vacation of the premises upon finding that any of the following conditions exist:

That the applicant has not given written agreement to comply with all the conditions imposed upon the granting of the special permit.

That the application reveals that the city does not have a park or facility~~, which~~ that will accommodate the use~~., or the city has determined that the use, or the intensity or degree of the use contemplated by the application.~~

That the proposed use is not one which by law must be permitted, and the chief of police or the city has determined that the use, or the intensity or degree of the use contemplated by the application creates security problems which pose a threat or potential threat to the public safety or welfare which cannot be mitigated to an acceptable level by the use of security personnel and facilities reasonable available for such purpose~~;~~ .

That the proposed activity is not a reasonable use in relation to the use of the park by other persons and the effect of such use would be detrimental to the peace of the neighborhood, including the following:

Whether the conduct of the proposed activity will substantially interrupt the safe and orderly movement of persons within the park and near the activity;

Whether the conduct of the proposed activity will require the diversion of so great a number of police officers of the city to properly police the activity as to prevent normal police protection to the city;

Whether the concentration of persons, animals and/or vehicles at the proposed activity will unduly interfere with proper police and fire protection of areas contiguous to such activity; and

Whether the conduct of the proposed activity is reasonably likely to cause injury to persons or property.

That the applicant failed to file the application in a timely manner~~;~~ .

That the park, public area, or public facility is not available for the requested use at the time specified by the applicant.

That the applicant failed in a material way to comply with the terms and conditions of any prior permit issued to the applicant for use of a park, public area, or public facility, or has failed to pay to the city any fee or cost due in relation to the issuance or exercise of such permit.

When a hazardous condition threatens or reasonably might threaten participants, spectators, city staff, or any person or property is the requested permit were to be issued~~;~~ .

If a permit applied for is for the purpose of holding a class, course of instruction, or activity for any program not conducted or expressly sponsored or otherwise approved by the city and for which a fee is to be charged to attendees or participants.

~~If the community services director is not satisfied as to the reasonableness of the proposed activity in relation to the use of the park by other person, or as to the effect such use might have upon the peace of the neighborhood, and if the community services director and the applicant are unable to agree as to the conditions to be imposed upon the granting of a special permit, the application for a special permit may, at the option of the applicant, be processed in accordance with section 17-5, but without reference to the number of persons required to make section 17-5 applicable.~~

The community services director's decision to deny, cancel or terminate a special permit shall be delivered to the applicant of such permit within no less than seven calendar days of such decision by mailing a written version of decision, via certified mail, to the applicant; provided however, that in the event that the community services director determined that the public health, safety and welfare so require, verbal notification of any cancellation or termination of a special permit shall be deemed sufficient notice.

Appeal. Any person aggrieved by any act or determination of community services director in the exercise of the authority herein granted shall have the right to appeal to the city council. The appeal shall be in writing, stating the decision appealed from and the reasons for the appeal. That appeal shall be filed with the city clerk within seven calendar days after the occurrence of the act or determination forming the basis for the appeal. The appeal shall be heard by the city council at the first regular council meeting occurring more than 14 calendar days after the filing of the appeal.

Expedite review of any decision of the city council made pursuant to this section may be had pursuant to code of Civil Procedure section 1984.8, subdivision (c).

(d) Definitions. As used in this s~~ection~~ Chapter:

Community/commercial parade means any planned procession consisting of persons, animals or vehicles, including floats, or combination thereof upon a public street, right-of-way, sidewalk, alley or public space for public benefit by a community or commercial organization.

Community services director means the city community services director or his or her designee.

Other activities means all other organized activities, including but not limited to, picnics, celebrations, service or exercise, that are not otherwise included within the definition of special event or community/commercial parade.

Park or *public facility* means any park, public building, sidewalk, public right-of-way, easement or other publicly owned space within the city.

Special event means any planned event consisting of ~~50~~ 100 or more persons, animals or vehicles, or combination thereof, upon any park, public building, sidewalk, public right-of-way, easement or other publicly owned space within the city being held to provide public benefit through recreation, service or entertainment based activities. If the special event also constitutes a public meeting or demonstration as defined in section 17-5, the provisions of that section shall control.

(Code 1968, § 19-4; Ord. No. 1364, § 1, 11-20-01; Ord. No. 1505, § 1, 6-27-06)

Cross reference(s)—Advertising and signs, ch. 3.

Sec. 19-4. Loitering at public toilets.

No person in a park shall loiter at or about any toilet facility open to the public.

(Code 1968, § 19-5)

Sec. 19-35. Duties.

The duties of the parks, community and human services commission shall be to:

(1) Act in an advisory capacity to the city council and city staff in matters pertaining to the acquisition, development, and maintenance of public parks and recreational facilities, and related projects at the specific request of the city council.

(2) Advise the city council and city staff on the needs and concerns of citizens of all ages, religions, races, ethnic backgrounds, economic, and social circumstances.

(3) Advise city staff in the planning and operation of parks and recreational, cultural, multi-cultural, health and fitness, nutrition, transportation, resource referral and senior services and programs for the residents of the city.

(4) Promote and stimulate interest in parks and recreational, cultural, multi-cultural, health and fitness, nutrition, transportation, resource referral and senior services that enhance the health and quality of life for residents, and obtain the greatest possible cooperation and participation of the citizens and public and private agencies in such programs.

(5) Facilitate surveys and research and provide insight to advise the community services director and public works director regarding trends, innovations, and community interest or concern as it relates to recreational, cultural, multicultural, senior, nutrition, transportation, resource referral and/or health and fitness programming, and/or public park and recreational facilities.

(6) Promote and support, on a city-wide basis, the work of community agencies, social organizations, and special interest groups which support parks, recreation, and other community services.

(7) Encourage and support the city's relationships with school districts and other public agencies to maximize the recreational use of school facilities, collaborative programming, mutual resources, and other public resources.

(8) Cooperate with other city commissions and committees in receiving and evaluating matters pertaining to parks, recreation, and community services.

(9) Review programs and services provided by the community services and public works departments, and advise and make recommendations to city staff.

(10) Reserved. ~~Advise the community services director and public works director in the preparation of the annual budget and long-range park and recreation facilities capital improvement budget.~~

(11) Reserved. ~~Consider and advise staff regarding fees and charges to be made for recreation, community services, and senior service programs and for the use of public facilities including parks, fields, playgrounds, and special use facilities.~~

(12) Advise and recommend for consideration general policies with respect to the community services and public works departments.

(13) Make periodic visits and assessments of public recreation facilities, programs, and activities.

(Code 1968, § 19-11; Ord. No. 1086, § 43, 8-17-93; Ord. No. 1364, § 1, 11-20-01; Ord. No. 1652, § 1(Exh. F), 1-10-12; Ord. No. 1780, § 6, 9-25-18)

8353 Sierra Avenue
Fontana, CA 92335

File #: 25-0127
Agenda #: B.

Agenda Date: 3/25/2025
Category: New Business

Commission Applications

Tuesday, March 25, 2025

City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus “Jesse” Sandoval, Council Member

Phillip W. Cothran., Council Member

Docusign Envelope ID: DCA58246-946E-4F33-9C73-83C56BBF39EB

AIRCRE contracts

STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Non-Residential)

Dated: January 8, 2024

1. Buyer.

1.1 City of Fontana, ("**Buyer**") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("**Seller**") (collectively, the "**Parties**" or individually, a "**Party**"), through an escrow ("**Escrow**") to close ~~30 or~~ 15 days after the waiver or satisfaction of the Buyer's Contingencies, ("**Expected Closing Date**") to be held by First American Title Company ("**Escrow Holder**") whose address is 4380 La Jolla Village Drive, #200, San Diego, CA 92122 (Sheri Keene, Escrow Officer), Phone No. 858-410-1305, Facsimile No. 866-898-0113, Email: skeene@firstam.com upon the terms and conditions set forth in this agreement ("**Agreement**"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "**Date of Agreement**" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("**Property**") that is the subject of this offer consists of (insert a brief physical description) an approximately 35,347-square foot freestanding industrial building situated on approximately 1.65 acres within the Jasmine Industrial Park project is located in the County of San Bernardino, is commonly known as (street address, city, state, zip) 11109 Jasmine Street, Fontana, CA 92337 and is legally described as: To be provided through Escrow (APN: 0238-111-53).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of First American Title Insurance Company (Terrell Crutchfield, Title Officer, 1250 Corona Pointe Ct, Suite 200, Corona, CA 92879, 951-256-5879, tcrutchfield@firstam.com) ("**Title Company**"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("**HVAC**"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and _____ (collectively, the "**Improvements**").

2.4 The fire sprinkler monitor: ☐ is owned by Seller and included in the Purchase Price, ☐ is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company, ☑ ownership will be determined during Escrow, or ☐ there is no fire sprinkler monitor.

2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and _____ all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("**Purchase Price**") to be paid by Buyer to Seller for the Property shall be $11,664,510.00, payable as follows: *(Strike any not applicable)*

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price): $11,664,510.00

~~(b) Amount of "New Loan" as defined in paragraph 5.1, if any:~~ _____

~~(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)"):~~

~~(i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately:~~ _____

~~Said First Note is payable at _____ per month, including interest at the rate of _____% per annum until paid (and/or the entire unpaid balance is due on _____).~~

~~(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately:~~ _____

~~Said Second Note is payable at _____ per month, including interest at the rate of _____% per annum until paid (and/or the entire unpaid balance is due on _____).~~

~~(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of:~~ _____

Total Purchase Price: $11,664,510.00

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment

INITIALS INITIALS

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of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

4. Deposits.

4.1 ☐ ~~Buyer has delivered to Broker a check in the sum of _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or~~ ☑ within ~~2 or~~ 5 business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of $100,000.00. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

~~4.2 Additional deposits:~~

~~(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~

~~(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~

~~(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.~~

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "**Deposit**"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is _____. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

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4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release $100 of said monies to Seller as and for independent consideration for Seller's' execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

~~**5. Financing Contingency.** *(Strike if not applicable)*~~

~~5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____% of the Purchase Price, on terms acceptable to Buyer. Such loan ("**New Loan**") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days following receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.~~

~~5.2 If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.~~

~~5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.~~

~~**6. Seller Financing.** (Purchase Money Note) *(Strike if not applicable)*~~

~~6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____% per annum, with principal and interest paid as follows: _____. The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):~~

~~(a) *Prepayment.* Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.~~

~~(b) *Late Charge.* A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.~~

~~(c) *Due On Sale.* In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~

~~6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~

~~6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.~~

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

7. Real Estate Brokers.

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7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this transaction with the following real estate broker(s) ("**Brokers**") and/or their agents ("Agent(s)"):

Seller's Brokerage Firm Newmark of Southern California, Inc., dba Newmark Knight Frank License No. 01355491 is the broker of (check one): ☑ the Seller; or ☐ both the Buyer and Seller (dual agent).

Seller's Agent Mark Kegans and Ron Washle License No. 00866145 and 00978222 is (check one): ☑ the Seller's Agent (salesperson or broker associate); or ☐ both the Seller's Agent and the Buyer's Agent (dual agent).

Buyer's Brokerage Firm CBRE License No. 00409987 is the broker of (check one): ☑ the Buyer; or ☐ both the Buyer and Seller (dual agent).

Buyer's Agent Eloy Cova and Garry Jenkins License No. 01791235 and 02008115 is (check one): ☑ the Buyer's Agent (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "**Closing**") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the $100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this Escrow is terminated for any reason other than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property.

9. Contingencies to Closing.

9.1 **IF, BEFORE EXPIRATION OF THE APPLICABLE TIME, BUYER FAILS TO PROVIDE ESCROW HOLDER WRITTEN NOTICE OF BUYER'S DISAPPROVAL OF ANY OF BUYER'S CONTINGENCIES OR ANY OTHER MATTER THAT IS SUBJECT TO BUYER'S APPROVAL IN THIS AGREEMENT, THEN BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE SATISFIED SUCH BUYER'S CONTINGENCIES AND/OR APPROVED OF SUCH OTHER MATTERS.** If a number of days is completed in any of the optional spaces in subparagraphs 9.1 (a) through (m), then such number shall apply and override the pre-printed number, even if the pre-printed number is not stricken. The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies:

(a) *Disclosure*. Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("**AIR**") standard form entitled "**Seller's Mandatory Disclosure Statement**") and provide Buyer with a completed Property Information Sheet ("**Property Information Sheet**") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or -- days following the Date of Agreement. Buyer has 90 ~~10~~ days from the Date of Agreement ~~receipt of said disclosures~~ to approve or disapprove the matters disclosed.

(b) *Physical Inspection*. Buyer has ~~10 or~~ 90 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, whichever

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is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report*. Buyer has ~~30 or~~ 90 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "**Hazardous Substance**" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "**Hazardous Substance Condition**" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection*. Buyer has ~~30 or~~ 90 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.

(e) *Governmental Approvals*. Buyer has ~~30 or~~ 90 days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) *Conditions of Title*. Escrow Holder shall cause a current commitment for title insurance ("**Title Commitment**") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("**Underlying Documents**"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 or -- days following the Date of Agreement. Buyer has 90 ~~10~~ days from the Date of Agreement ~~receipt of the Title Commitment, the Underlying Documents and the plot plan~~ to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey*. Buyer has ~~30 or~~ 90 days following the Date of Agreement ~~receipt of the Title Commitment and Underlying Documents~~ to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("**ALTA**") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements*. Seller shall within 10 or -- days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "**Existing Leases**") affecting the Property, and with a tenancy statement ("**Estoppel Certificate**") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has ~~10~~ 90 days from the ~~receipt of said Existing Leases and Estoppel Certificates~~ Date of Agreement to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) *Owner's Association*. Seller shall within 10 or -- days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 90 ~~10~~ days from the Date of Agreement ~~receipt of such documents~~ to satisfy itself with regard to the association.

(j) *Other Agreements*. Seller shall within 10 or -- days following the Date of Agreement provide Buyer with legible copies of all other agreements ("**Other Agreements**") known to Seller that will affect the Property after Closing. Buyer has 90 ~~10~~ days from the Date of Agreement ~~receipt of said Other Agreements~~ to satisfy itself with regard to such Agreements.

~~(k) *Financing*. If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.~~

~~(l) *Existing Notes*. If paragraph 3.1(c) has not been stricken, Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "**Loan Documents**") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("**Beneficiary Statement**") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or _____ days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or _____ days following the receipt of such documents to satisfy itself with regard to the form and content thereof.~~

(m) *Personal Property*. In the event that any personal property is included in the Purchase Price, Buyer has ~~10 or~~ 90 days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or -- days following the Date of Agreement.

(n) *Destruction, Damage or Loss*. Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than $10,000.00 to repair or cure. If the cost of repair or cure is $10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than $10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than $10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) *Material Change*. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) *Seller Performance*. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed

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by Seller under this Agreement.

(q) *Brokerage Fee*. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 The contingencies specified in subparagraphs 9.1(a) through (m) are for the benefit of, and may be waived by, Buyer, and are referred to collectively as "**Buyer's Contingencies**" and individually as a "**Buyer's Contingency**."

9.3 Buyer's timely and written disapproval or conditional approval of a Buyer's Contingency or any other matter that is subject to Buyer's approval in this Agreement shall constitute disapproval thereof ("**Disapproved Item(s)**"). Concurrent with notice of a Disapproved Item, Buyer may make a request to Seller regarding such Disapproved Item ("**Buyer's Request**"). If Buyer fails to make a timely and written Buyer's Request, then this Agreement shall terminate due to the non-satisfaction and non-waiver of a contingency. Seller may respond to a Buyer's Request within 10 days following Seller's receipt thereof ("**Seller's Response**"). Seller's acceptance of a Buyer's Request shall amend this Agreement accordingly. If Seller fails to provide a timely and written Seller's Response, then Seller's Response shall be deemed to be a rejection of Buyer's Request. Buyer may, within 10 days following the earlier of Buyer's receipt of a Seller's Response (which is not an acceptance of Buyer's Request) or the date of Seller's deemed rejection of a Buyer's Request ("**Buyer's Reply Period**"), reply to a Seller's Response ("**Buyer's Reply**") and elect to (i) terminate this Agreement due to the non-satisfaction and non-waiver of the applicable contingency, (ii) accept the Seller's Response in which event this Agreement shall be amended accordingly, or (iii) withdraw Buyer's Request and waive the Disapproved Item in which event Buyer shall accept the Property subject to the Disapproved Item. If Buyer fails to provide a timely and written Buyer's Reply, then Buyer shall be deemed to have elected to terminate this Agreement as of the end of the Buyer's Reply Period. The date Buyer accepts a Seller's Response or withdraws a Buyer's Request and waives a Disapproved Item shall be the date of Buyer's approval of the Disapproved Item. A Party shall provide to Escrow Holder copy of all notices of a Disapproved Item, Buyer's Request, Seller's Response and Buyer's Reply and Escrow Holder shall promptly provide copies thereof to the other Party. Unless the Parties in writing agree otherwise, if the Expected Closing Date is a specific calendar date and a Buyer's Reply Period expires after such specific calendar date, then notwithstanding paragraph 1.1, the Expected Closing Date shall be extended to be 3 business days after the earlier of the date Buyer withdraws a Buyer's Request and waives the applicable Disapproved Item or Buyer accepts the applicable Seller's Response.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents and Other Items Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(e) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(f) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(g) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

~~(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.~~

~~(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.~~

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

~~(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.~~

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

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11. Prorations and Adjustments.

11.1 *Taxes*. Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance*. **WARNING**: Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 *Rentals, Interest and Expenses*. Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 *Security Deposit*. Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 *Post Closing Matters*. Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 *Variations in Existing Note Balances*. In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("**Existing Note Variation**"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 *Variations in New Loan Balance*. In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 *Owner's Association Fees*. Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller*. Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing*. Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks*. Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance*. Except as otherwise disclosed in writing, Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements*. Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights*. Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens*. There are no unsatisfied mechanics' or materialmens' lien rights concerning the Property.

(h) *Actions, Suits or Proceedings*. Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes*. Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings*. Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings*. Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property*. Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be ~~given~~ delivered to Buyer free and clear of all personal property. Any personal property remaining after Closing may be removed by Buyer at Buyer's sole discretion. ~~at the Closing subject to the rights of tenants under Existing Leases~~.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon

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the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.
The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.
If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.
17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.
17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.
18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.
18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.
19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.
19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.
19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.
20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Fontana on the date of January , 2025 , it shall be deemed automatically revoked.
20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).
THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF $100,000.00 . UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

Buyer's Initials

Seller's Initials

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)
22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE ARBITRATOR SHALL RENDER AN

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AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF AND SHALL BE ACCOMPANIED BY A REASONED OPINION. THE FAILURE OR REFUSAL OF A PARTY TO PAY SUCH PARTY'S REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY SUCH PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES, BUT SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR MAY REQUIRE FOR MAKING AN AWARD. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Buyer's Initials

Seller's Initials

23. Miscellaneous.

23.1 **Binding Effect.** This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

23.2 **Applicable Law.** This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence.** Time is of the essence of this Agreement.

23.4 **Counterparts.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

23.6 **Conflict.** Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **Seller and Buyer must initial any and all handwritten provisions**.

23.7 **1031 Exchange.** Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding the Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) *Seller's Agent.* A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) *Buyer's Agent.* A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) *Agent Representing Both Seller and Buyer.* A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the

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agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(d) *Further Disclosures.* Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 *Confidential Information.* Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Additional Provisions.

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 26.1 through 26.2 . (If there are no additional provisions write "NONE".)

26.1 Within 5 business days from the Date of Agreement, Seller shall deliver to Buyer the materials identified below to the extent such materials are in Seller's possession or control:
1) Copy of Master-Association/HOA documents.
2) Three years of operating information (calendar years) and year to date information relating to calendar year 2024, including, without limitation, tax bills, utility bills and insurance bills.
3) Seller's most recent survey(s).
4) Insurance certificates indicating the current level of "All Risk" insurance and commercial general liability insurance that Seller maintains with respect to the Property.
5) Any and all existing environmental reports.
6) List of current or pending legal actions and current insurance claims (if applicable).
7) Pending notices of condemnation (if applicable).
8) Any and all governmental licenses, permits and approvals (with limitation, certificates of occupancy).

26.2. City Council Approval. Buyer is a public entity and as such, this Agreement is subject to the approval of the City of Fontana Council, upon its presentation for consideration at a duly called and agendized public meeting, and is subject to the Public Records Act and the Freedom of Information Act.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:
1. **THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.**
2. **IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.**

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

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Date: _____

BROKER

CBRE

Attn: Eloy Cova and Garry Jenkins
Title: _____

Address: 4141 Inland Empire Blvd, Suite 100, Ontario, CA 91764
Phone: 909-418-2284 and 909-418-2147
Fax: _____
Email: eloy.cova@cbre.com; garry.jenkins@cbre.com
Federal ID No.: _____
Broker DRE License #: 00409987
Agent DRE License #: 01791235 and 02008115

BUYER

City of Fontana

By: _____
Name Printed: Matthew C. Ballantyne
Title: City Manager
Phone (909) 350-7653
Fax: _____
Email: mballantyne@fontanaca.gov

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee ~~in a sum equal to~~ per a separate agreement ~~% of the Purchase Price to be divided between the Brokers as follows: Seller's Broker _____% and Buyer's Broker _____%~~. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

Date: 01/17/2025 | 9:24 AM PST

BROKER

Newmark of Southern California, Inc., dba Newmark Knight Frank

Attn: Mark Kegans and Ron Washle
Title: _____

Address: 3281 E. Guasti Road, Suite 600, Ontario, CA 91761
Phone: 909-974-4070 and 909-974-4071
Fax: _____
Email: mark.kegans@nmrk.com; ron.washle@nmrk.com
Federal ID No.: _____
Broker DRE License #: 01355491
Agent's DRE License #: 00866145 and 00978222

SELLER

Jasmine Street, LLC

DocuSigned by:
111842FB7665409...

By: _____
Name Printed: Tracey A. Lindstrom Troy Lindstrom
Title: Managing Member
Phone: _____
Fax: _____
Email: troy565hp@gmail.com

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

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CALIFORNIA SALE/LEASE
AMERICANS WITH DISABILITIES ACT,
HAZARDOUS MATERIALS AND TAX DISCLOSURE
(CA ADA/HazMat/Tax Disclosure)

The Americans With Disabilities Act is intended to make many business establishments equally accessible to persons with a variety of disabilities; modifications to real property may be required. State and local laws also may mandate changes. The real estate brokers in this transaction are not qualified to advise you as to what, if any, changes may be required now, or in the future. Owners and tenants should consult the attorneys and qualified design professionals of their choice for information regarding these matters. Real estate brokers cannot determine which attorneys or design professionals have the appropriate expertise in this area.

Various construction materials may contain items that have been or may in the future be determined to be hazardous (toxic) or undesirable and may need to be specifically treated/handled or removed. For example, some transformers and other electrical components contain PCBs, and asbestos has been used in components such as fire-proofing, heating and cooling systems, air duct insulation, spray-on and tile acoustical materials, linoleum, floor tiles, roofing, dry wall and plaster. Due to prior or current uses of the Property or in the area, the Property may have hazardous or undesirable metals (including lead-based paint), minerals, chemicals, hydrocarbons, or biological hazards (including, but not limited to, mold) or radioactive items (including electrical and magnetic fields) in soils, water, building components, above or below-ground containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. Real estate agents have no expertise in the detection or correction of hazardous or undesirable items. Expert inspections are necessary. Current or future laws may require clean up by past, present and/or future owners and/or operators. It is the responsibility of the Seller/Lessor and Buyer/Tenant to retain qualified experts to detect and correct such matters and to consult with legal counsel of their choice to determine what provisions, if any, they may include in transaction documents regarding the Property.

Sellers/Lessors are required under California Health and Safety Code Section 25915 et seq. to disclose reports and surveys regarding asbestos to certain persons, including their employees, contractors, co-owners, purchasers and tenants. Buyers/Tenants have similar disclosure obligations. Sellers/Lessors and Buyers/Tenants have additional hazardous materials disclosure responsibilities to each other under California Health and Safety Code Section 25359.7 and other California laws. Consult your attorney regarding this matter, and make proper disclosures. Newmark Knight Frank is not qualified to assist you in this matter or provide you with other legal or tax advice.

Sale, lease and other transactions can have local, state and federal tax consequences for the seller/lessor and/or buyer/tenant. In the event of a sale, Internal Revenue Code Section 1445 requires that all buyers of an interest in any real property located in the United States must withhold and pay over to the Internal Revenue Service (IRS) an amount equal to ten percent (10%) of the gross sales price within ten (10) days of the date of the sale unless the buyer can adequately establish that the seller was not a foreigner, generally by having the seller sign a Non-Foreign Seller Certificate. Note that depending upon the structure of the transaction, the tax withholding liability could exceed the net cash proceeds to be paid to the seller at closing. California poses an additional withholding requirement equal to three and one-third percent (3-1/3%) of the gross sales price on all individuals (California residents and non-residents alike) and on entities with a last known street address outside of the State of California if the sale price exceeds $100,000. Consult your tax and legal advisor. Real estate brokers are not qualified to give legal or tax advice or to determine whether any other person is properly qualified to provide legal or tax advice.

SELLER/LESSOR

Entity Name: Jasmine Street, LLC

By: DocuSigned by: 111842FB7665409...

Name, Title: Troy Lindstrom Managing Member

Date: 01/17/2025 | 9:24 AM PST

BUYER/LESSEE

Entity Name: City of Fontana

By:

Name, Title: Matthew. Ballantyne, City Manager

Date: 1/16/2025

NEWMARK

Certificate Of Completion

Envelope Id: DCA58246-946E-4F33-9C73-83C56BBF39EB
Status: Completed
Subject: Complete with Docusign: Signed_Agreement_-_11109_Jasmine.pdf
Document Type:
Source Envelope:
Document Pages: 11
Signatures: 2
Envelope Originator:
Certificate Pages: 5
Initials: 12
Jay Verde
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110 E. 59th Street
EnvelopeId Stamping: Enabled
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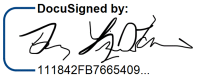
Troy Lindstrom troy565hp@gmail.com Managing Member Security Level: Email, Account Authentication (None)	DocuSigned by:  111842FB7665409... Signature Adoption: Drawn on Device Using IP Address: 68.8.151.39	Sent: 01/17/2025 | 09:19 Viewed: 01/17/2025 | 09:22 Signed: 01/17/2025 | 09:24

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ID: 93570cb0-0c1b-434d-a430-3071f21063f4

In Person Signer Events	Signature	Timestamp

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Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	01/17/2025 | 09:19
Certified Delivered	Security Checked	01/17/2025 | 09:22
Signing Complete	Security Checked	01/17/2025 | 09:24
Completed	Security Checked	01/17/2025 | 09:24

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