City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Regular Agenda

WORKSHOP - 12:00 P.M.
CLOSED SESSION - 12:30 P.M.
REGULAR MEETING - 2:00 P.M

Tuesday, October 14, 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.

WORKSHOP:

A. 12:00 P.M. City Council Workshop

A. Goal Update 25-0561

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. 12:30 P.M. CLOSED SESSION

A. 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE 25-0559

SECTION 54956.9 (a)
Case: Inland Coalition for Immigrant Justice v. City of Fontana

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (a)
Case: Acevedo III, Constantino J. vs. City of Fontana; Civil Action No. 5:23-cv-01923-JGB (SHKx)

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (a)
Case: Alford, Diane vs. City of Fontana; Case No. CIVSB2401102

4. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6 City Negotiator: John Bakhit, Labor Counsel and Matt Ballantyne, City Manager. Employee Organization: Police Management Association

CALL TO ORDER/ROLL CALL:

A. Call To Order/Roll Call:

INVOCATION/PLEDGE OF ALLEGIANCE:

A. Invocation/Pledge of Allegiance:

CEREMONIAL ITEMS:

A. Ceremonial Items:

A. Mayor Warren and City Council to recognize, Jose Luis Ruiz, CEO of La Carniceria. 25-0576

B. Mayor Warren and City Council to proclaim Code Compliance Week and recognize Code Compliance Employee of the Year. 25-0574

C. Mayor Warren and City Council to proclaim October as National Community Planning Month and recognize Planning's Employee of the Year. 25-0575

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 **25-0560**

Approve the minutes of the September 23, 2025, Regular City Council Meeting.

Attachments: Attachment No. 1- City Council Meeting Minutes 09-23-2025.pdf

B. Prohousing Designation Program Reapplication **25-0468**

1. Adopt **Resolution No. 2025-094**, a Resolution of the City Council of the City of Fontana authorizing re-application to, and participation in, the Prohousing Designation Program.

2. Authorize the City Manager to execute any documents necessary or appropriate as required for re-application to and participation in the program.

Attachments: Attachment No. 1 - Draft City Council Resolution

C. Acceptance of Final Map for Parcel Map No. 20669 and Abandonment of a Certain Portion of an Easement for Sewer and Drainage **25-0505**

1. Accept Parcel Map No. 20669, located at the southwest corner of Valley Boulevard Avenue and Juniper Avenue, north of Washington Drive.

2. Accept as public dedicated streets and easements associated with the map.

3. Authorize the Mayor and City Clerk to certify the abandonment of a certain portion of an easement for sewer and drainage.

Attachments: Attachment No. 1- Vicinity Map.pdf
Attachment No. 2- Parcel Map No. 20669.pdf

D. 2026 Selective Traffic Enforcement Program Grant Award **25-0506**

1. Accept the 2026 State of California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant, number PT26030 in the amount of $335,000.

2. Authorize the Chief of Police or his designee to sign all related grant documents including extensions or modifications for the grant; and expend funds as outlined in the grant agreement.

Attachments: Attachment No. 1- DRAFT Grant Agreement - PT26030 Fontana.pdf

E. Annual Placement of Weed Abatement Charges on the Property Tax Rolls **25-0513**

Adopt **Resolution No. 2025-095,** to replace and repeal Resolution No. 2025-041 of the City Council of the City of Fontana, California, directing the placement of weed abatement charges on the property tax bills for collection.

Attachments: Attachment No. 1- Weed Abatement Resolution 2025.docx

F. Annual Placement of Nuisance Abatement Charges on the Property Tax Rolls **25-0514**

Adopt **Resolution No. 2025-096,** of the City Council of the City of Fontana, California, directing the placement of Nuisance abatement charges on the property tax bills for collection for FY2025/2026.

Attachments: Attachment No.1 - Nuisance Resolution 2025 - Revised 9.23.25.docx

G. 2024 Homeland Security Grant Program (HSGP) **25-0531**

Accept the 2024 Homeland Security Grant Program subrecipient award in the amount $57,927 from the Office of Homeland Security.
Authorize the Chief of Police or his designee to sign all related grant documents including extensions or modifications for the grant; and expend funds as outlined in the grant agreement.

Attachments: Attachment No. 1- FY24 HSGP Subrecipient Application Notification Letter - Signed.pdf
Attachment No. 2- FY2024 HSGP LE Jurisdiction Allocations.pdf

H. Award a Contract for Fire Station 77 Restroom Remodel Project (PW-26-02-SB) **25-0532**

Award and Authorize the City Manager to execute a contract with MCO Development Inc. of Irvine, CA in the amount of $392,000.00 for the Fire Station 77 Restroom Remodel and authorize a contingency (10%) in the amount of $39,200.00

Attachments: Attachment No. 1 - Summary Bid Results II Template.pdf
Attachment No. 2- MCo Development Inc. Bid - PW-26-02-SB.pdf
Attachment No. 3 - Notified Vendors - PW-26-02-SB.pdf

I. Final Acceptance of Perimeter Street and Sewer Improvements for Tract No. 20382 and Perimeter Street Improvements for Tract No. 20397 **25-0534**

1. Accept as complete the perimeter street and sewer improvements for Tract No. 20382 along Foothill Boulevard, and perimeter street improvements for Tract No. 20397 along Banana Avenue.

2. Adopt **Resolution No. 2025-097,** accepting sewers in Tract No. 20382 as part of the City sewer system.

Attachments: Attachment No. 1- 20382-tr-Replacement_Subdivision_Improvement_Agrement_ELPC21-063.pdf
Attachment No. 2- 20397 TRACT - Serena Village East.pdf
Attachment No. 3- Tract No 20382 Sewer Resolution.docx
Attachment No. 4- VICINITY MAP.pdf

J. Approve Invoice from the City of Rancho Cucamonga for Right of Way Services Related to the San Sevaine Trail Phase 1, Segment 2 Project **25-0543**

Authorize the City Manager to approve Invoice CINV-001415 from the City of Rancho Cucamonga for Right of Way Services related to the San Sevaine Trail Phase 1, Segment 2 Project.

Attachments: Attachment No. 1- Reimbursement Request #002
Attachment No. 2- Vicinity Map

K. Award a Construction Contract for the Bus Pad (Transit Stop Improvements) TDA 2023 Project (DE-25-182-CC) **25-0545**

1. Award bid and authorize City Manager to execute construction contract with Gentry General Engineering, Inc. for the construction of the Bus Pad (Transit Stop Improvements) TDA 2023 Project (Bid No. DE-25-182-CC) in the amount of $99,346.80 and authorize a 10% contingency in the amount of $9,934.68 (Bid No. DE-25-182-CC).

2. Approve and authorize the City Manager to execute any and all utility

agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the Bus Pad (Transit Stop Improvements) TDA 2023 Project (Bid No. DE-25-182-CC).

3. Appropriate $40,000.00 from Measure I, Local Fund (Fund 246) to Project 37600069, Bus Pad (Transit Stop Improvements) TDA 2023 Project.

Attachments: Attachment No.1 - Vicinity Map for Bus Pad (Transit Stop Improvements) TDA 2023 Project.pdf
Attachment No.2 - Bid Results for Bus Pad (Transit Stop Improvements) TDA 2023 Project.pdf
Attachment No.3 - Gentry Bidders Detail.pdf

L. Authorize the Renewal of Managed Print Services Agreement with HP Inc. for Citywide Printing, Maintenance, and Repair Services **25-0547**

1. Approve and authorize the City Manager to execute a contract of the City's Managed Print Services Agreement with HP Inc., under the NASPO ValuePoint Master Agreement and California Participating Addendum, to maintain the established fixed-rate structure.

2. Authorize the City Manager to execute any future amendments to the Managed Print Services Agreement, as needed, during the renewal period.

Attachments: Attachment No. 1- HP NASPO VP MFD_Master_Agreement_fully executed.pdf
Attachment No. 2- Agreement City of Fontana 7.23.25 CPP.pdf

M. Final Acceptance of the Courtplace Housing Development (Infrastructure Improvements) Project (DE-24-124-SB) **25-0548**

Accept as complete the work performed by Weka, Inc. for the construction of the Courtplace Housing Development (Infrastructure Improvements) Project (DE-24-124-SB).

Attachments: Attachment No. 1 - Vicinity Map

N. Adoption of Homeless Solutions Action Plan Update **25-0563**

Adopt **Resolution No. 2025-098**, Homelessness Solutions Action Plan Update and direct staff to implement strategies laid out in plan.

Attachments: Attachment No. 1- Homeless Action Plan Reso 25.pdf
Attachment No. 2- Single Page Action Plan Update 2025.pdf

O. Approve Second Contract Change Order for Reconstructing Two Curb Ramps located at the Northeast **25-0577**

and Southeast Corners for the Construction of Traffic Signal at Duncan Canyon Road/Citrus Avenue, as part of the Reimbursement Agreement with HDO4, LLC

1. Approve second contract change order for reconstructing two curb ramps located at the northeast and southeast corners for the construction of traffic signal at Duncan Canyon Road/Citrus Avenue, as part of the Reimbursement Agreement with HDO4, LLC.

2. Approve appropriation and allocate the amount of $3,901.14 from Fund 604 - Measure T.

Attachments: Attachment No. 1- CONTRACT CHANGE ORDER 2 - Ventana Traffic Signal Improvements.pdf
Attachment No. 2- EXHIBIT - Ventana Traffic Signal Improvements - Curb Ramp Reconstruction.pdf

P. Purchase and Sale Agreement-16641 & 16643 Orange Way **25-0585**

1. Approve a Purchase & Sale Agreement for the purchase of buildings and associated land located at 16641 & 16643 Orange Fontana, CA 92335 specifically described as APN 0191-251-21 & 0191-251-06 in the amount of $7,500,000 plus escrow costs and related acquisition fees.

2. Authorize the purchase of that certain Real Property with APN 0191-251-21 & 0191-251-06 comprised of approximately 34,000 sq. ft. on two parcels of land totaling approx. 67,691 sq. ft ("Property") from Landexcorp, LLC, A California Limited Liability Company.

3. Authorize the City Manager to enter into the Purchase and Sale Agreement and/or any other documents necessary or appropriate to facilitate said purchase on behalf of the City of Fontana.

Attachments: Attachment No. 1- Complete_with_Docusign_Final_PSA__Addendum_.pdf

Q. Resolution of the City Council of the City Of Fontana, California Approving a Second Amendment to the First Amended and Restated Billboard Relocation Agreement Between the City Of Fontana and Lamar Central Outdoor LLC to Update Certain Relocated Sign Locations **25-0590**

City Council adopt **Resolution No. 2025-099**, approving the Second Amendment to the First Amended and Restated Billboard Relocation Agreement with Lamar Central Outdoor, LLC, to update the locations for Location 2 and Location 4, and authorizing the City Manager to execute all necessary documents to effectuate this amendment

Attachments: Attachment No. 1- Second Amendment to First Restated Agreement with Lamar.-c1.docx
Attachment No. 2- Second Amendment to First Restated and Amendment Billboard Relocation Agreement-c1.docx

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. **Master Case No. 25-0047 and Municipal Code Amendment No. 25-0008: Fontana Municipal Code amendments to Chapter 30 to modify multiple sections of the Zoning and Development Code, including modifications to the definition of and operating standards for restaurants, allowance for certain temporary buildings during commercial reconstruction or remodeling, development standards for the Multi-Family Medium/High Density Residential (R-4) zone, administrative procedures pertaining to administrative site plan and design review entitlements; modification to Chapter 26 pertaining to time extensions for tentative maps; and modification to Chapter 33 to provide additional delivery standards for cannabis retail storefront businesses, pursuant to a categorical exemption in accordance with CEQA Guidelines Sections 15060(C), 15061(B)(3) and Section 15378.** 25-0441

1. Determine that this Ordinance is not a project pursuant to Sections 15060(C), 15061(B)(3) and 15378 of the State of California Environmental Quality Act (CEQA) Guidelines, Section No. 3.22 and 3.04 of the 2019 Local Guideline for Implementing CEQA, because it does not have potential for resulting in physical change in the environment, directly or indirectly, and it can be determined with certainty that there is no

possibility that the activity in question may have significant effect on the environment and is therefore not subject to CEQA; and

2. Read by title only and waive further reading of and introduce **Ordinance No. 1973,** an Ordinance of the City Council of the City of Fontana approving Master Case No. 25-0047 and Municipal Code Amendment No. 25-0008 to amend Chapters 26, 30 (Zoning and Development Code) and 33 of the Fontana Municipal Code, including modifications to the restaurant definition and operating standards, temporary use permits for temporary offices, development standards for the R-4 zone and overlay, administrative procedures for administrative site plan and design review entitlements, tentative parcel map and tentative tract map time extensions and curbside delivery for cannabis retail storefronts; and the reading of the title constitutes the first thereof.

Attachments: Attachment No. 1 - Ordinance
Attachment No. 2 - PC Packet
Attachment No. 3 - PC Minutes of 09-16-2025
Attachment No. 4 - Notice of Exemption
Attachment No. 5 - Public Hearing Notice

B. Quarterly Lien Action for Delinquent Sewer, Solid Waste and Weed Abatement Accounts **25-0511**

1. Authorize staff to complete and record lien against real property for those sewer accounts sixty days or more delinquent, solid waste accounts more than ninety days delinquent, and for properties with delinquent weed abatement charges outstanding as described in attached resolutions and written reports and to direct staff to file for the recording of liens for such properties.

2. Adopt **Resolution No. 2025-100,** of the City Council of the City of Fontana authorizing the collection of certain annual wastewater and solid waste service charges, including delinquent charges for each service, on the County property tax rolls and determining and record liens against current delinquent parcels.

3. Adopt **Resolution No. 2025-101** 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: Attachment No. 1- Resolution Authorizing Placing liens on Solid Waste and Sewer Fees -c1.doc
Attachment No. 2- Solid Waste and Sewer Fees Exhibit A and Exhibit B.pdf
Attachment No. 3- Weed Abatement Resolution September 2025 .docx
Attachment No. 4- Weed Abatement Exhibit A-c1.pdf

C. Adoption of the 2025 Edition of the California Building Standards Code and Corresponding Base Model Codes 25-0556

1. Determine that the adoption of the ordinance of the City of Fontana adding, amending and deleting certain articles, sections and subsections of Chapter 5 of the Code of the City of Fontana, California pertaining to the construction and maintenance of buildings, and adopting the 2025 Edition of the California Building Standards Code, known as the California Code of Regulations, Title 24, consisting of the California Building Code, Volumes 1 & 2, based on the 2024 International Building Code; the California Plumbing Code, based on the 2024 Uniform Plumbing Code; the California Electrical Code, based on the 2023 National Electrical Code; the California Mechanical Code, based on the 2024 Uniform Mechanical Code; the California Wildland-Urban Interface Code based on the 2024 International Wildland-Urban Interface Code; the California Existing Building Code, based on the 2024 International Existing Building Code; the California Green Building Standards Code; the California Residential Code, based on the 2024 International Residential Code; and the 2024 Edition of the International Property Maintenance Code is exempt from further environmental review under Section 15061(b)(3) of the State CEQA guidelines, projects with no possibility of significant effects upon the environment, and direct staff to file a notice of exemption.

2. Waive further reading of and introduce **Ordinance No. 1975**, an ordinance of the City of Fontana adding, amending and deleting certain articles, sections and subsections of Chapter 5 of the Code of the City of Fontana, California pertaining to the construction and maintenance of buildings, and the 2025 Edition of the California Building Standards Code, known as the California Code of Regulations, Title 24, consisting of the California Building Code, Volumes 1 & 2, based on the 2024 International Building Code; the California Plumbing Code, based on the 2024 Uniform Plumbing Code; the California Electrical Code, based on the 2023 National Electrical Code; the California Mechanical Code, based on the 2024 Uniform Mechanical Code; the California Wildland-Urban Interface Code based on the 2024 International Wildland-Urban Interface Code; the California Existing Building Code, based on the 2024 International Existing Building Code; the California Green Building Standards Code; the California Residential Code, based on the 2025 International Residential Code; and the 2025 Edition of the International Property Maintenance Code; and that the reading of the title constitute the first reading thereof.

Attachments: Attachment No. 1- Code Adoption Ordinance 2025 Updated.docx
Attachment No. 2- Public Notice-2025 CA Codes Update.doc

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 October 28, 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 #: 25-0561
Agenda #: A.

Agenda Date: 10/14/2025
Category: Workshop

Workshop

Tuesday, October 14, 2025

12:00 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 #: 25-0559
Agenda #: A.

Agenda Date: 10/14/2025
Category: Closed Session

Closed Session

Tuesday, October 14, 2025

12:30 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

8353 Sierra Avenue
Fontana, CA 92335

File #: 25-0576
Agenda #: A.

Agenda Date: 10/14/2025
Category: Special Presentation

Ceremonial Items

Tuesday, October 14, 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 #: 25-0574
Agenda #: B.

Agenda Date: 10/14/2025
Category: Consent Calendar

Proclamations

Tuesday, October 14, 2025

2:00 P.M.

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 #: 25-0575
Agenda #: C.

Agenda Date: 10/14/2025
Category: Special Presentation

Special Presentation

Tuesday, October 14, 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 #: 25-0560
Agenda #: A.

Agenda Date: 10/14/2025
Category: Consent Calendar

FROM:
City Clerk

SUBJECT:
Approval of Minutes

RECOMMENDATION:
Approve the minutes of the September 23, 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 September 23, 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, September 23, 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

WORKSHOP:

A. 12:30 P.M. City Council Workshop

The Workshop of the Fontana City Council was held on Tuesday, September 23, 2025, in the Grover W. Taylor Council Chambers, 8353 Sierra Avenue, Fontana, CA 92335. Mayor Pro Tem Garcia called the Workshop to order at 12:31 p.m. with all members of the City Council present except Mayor Warren who arrived at 12:38 p.m.

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

City Clerk Key stated that no public communications were received.

A. CCA Power Purchase Option Presentation

Deputy City Manager Ray Ebert provided a presentation on Community Choice Aggregation (CCA), including background information, results of the City's feasibility study, and prior Council direction. He reported that no other cities have expressed interest in partnering with Fontana and that the County of San Bernardino is conducting its own feasibility study for unincorporated areas in partnership with GES.

Deputy City Manager Ebert outlined the potential benefits of a standalone CCA, including local control, cost savings, potential profits to the City, and opportunities for investment in renewable energy. He also reviewed disadvantages and challenges, such as startup and administrative costs, price fluctuations, the need for a high customer participation rate, and the complexity of dissolving a CCA.

He stated that staff intends to issue a Request for Proposal (RFP) for CCA management services, potentially as early as next week, with an award anticipated by January 2026.

Deputy City Manager Ebert concluded by summarizing possible next steps and options: waiting for the County's decision, proceeding with a standalone CCA that the County could later join, or joining an existing Joint Powers Authority (JPA) to reduce financial risk and benefit from economies of scale.

Mayor Warren suggested exploring opportunities for West End cities to participate in a CCA.

Mayor Pro Tem Garcia inquired how other agencies are utilizing their reserves. Deputy City Manager Ebert provided an example of an agency with large reserves but a high opt-out rate and noted that other agencies continue to build reserves. Mayor Pro Tem Garcia also asked at what point the City could abandon the process during the waiting period. Deputy City Manager Ebert responded that once the City notifies ratepayers, secures financing, and forms the CCA, it cannot opt out.

City Manager Matt Ballantyne recommended attempting to garner interest from other agencies prior to issuing an RFP.

Council Member Sandoval asked how solar customers would be affected and noted the State's requirement for new homes to include solar panels. Deputy City Manager Ebert explained that while solar reduces the amount of electricity purchased from the grid, there remains significant citywide consumption, and the impact would be minimal.

Council Member Roberts asked why customers typically opt out of or into CCAs. Deputy City Manager Ebert stated that there is no definitive reason for opting out, while customers generally opt in for lower rates and community benefits.

Council Member Cothran expressed concern regarding the City's limited control over infrastructure and the challenges of operating a standalone CCA. He suggested reaching out to neighboring cities to gauge their interest in collaborating.

Mayor Warren stated that issuing an RFP and reviewing available options would be beneficial to the community.

The City Council provided the following direction:

- Proceed with issuing an RFP.
- Emphasize rate stabilization and community benefit goals.
- Solicit participation from West End cities and other interested agencies through the Council of Governments.
- Return RFP responses to the City Council for review.

The Workshop was adjourned at 1:12 p.m.

CLOSED SESSION:

A. 1:00 P.M. CLOSED SESSION

The Closed Session meeting of the Fontana City Council was held in the Executive Conference Room, 8353 Sierra Avenue, Fontana, CA 92335, on Tuesday, September 23, 2025.

Mayor Warren called the meeting to order at 1:12 p.m. with all members of the City Council present.

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

PUBLIC COMMUNICATION - CLOSED SESSION:

There were no public communications received for the following items:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (a)
Case: Inland Coalition for Immigrant Justice v. City of Fontana

2. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6 City Negotiator: John Bakhit, Labor Counsel and Matt Ballantyne, City Manager. Employee Organization: Police Management Association

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING
LITIGATION PURSUANT TO GOVERNMENT CODE
SECTION 54956.9(d)(1)
Case: Blanche Goforth v. City of Fontana
Claim No. 3032796

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, September 23, 2025.

Mayor Warren called the Regular City Council Meeting to order at 2:06 p.m.

ROLL CALL:

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

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

ABSENT: None

INVOCATION/PLEDGE OF ALLEGIANCE:

The invocation was given by Council Member Roberts, followed by the pledge of allegiance led by Mayor Pro Tem Garcia

CLOSED SESSION ANNOUNCEMENT:

City Attorney Ruben Duran reported that the City Council met in Closed Session on the items listed on the agenda, provided direction to staff, and took no reportable action.

CEREMONIAL ITEMS/PRESENTATIONS:

A. Mayor Warren and City Council to swear in new Fontana Police Officers, Donte Gentry and Adam Portillo (Chief Michael Dorsey to present).

Mayor Warren and the City Council swore in new Fontana Police Officers Donte Gentry and Adam Portillo.

B. Mayor Warren and City Council to recognize Officers, Billy Gustason and Richard Jackson as July 2025 Employees of the month (Captain Brian Binks to present).

Mayor Warren and the City Council recognized Officers Billy Gustason and Richard Jackson as the July 2025 Police Department Employees of the month.

C. Mayor Warren and City Council to proclaim September as Human Resources Month (Director of Human Resources and Risk Management Rakesha Voss to accept).

Mayor Warren and City Council proclaimed September 2025 as Human Resources Month. Director of Human Resources and Risk Management Rakesha Voss accepted.

D. Mayor Warren and City Council to recognize Human Resources and Risk Management Department Employee of the Year (Human Resources and Risk Management Director Rakesha Voss to present).

Mayor Warren and the City Council recognized Human Resources Analyst Kimberly Clayton as the Human Resources and Risk Management Department Employee of the Year.

E. Mayor and City Council to proclaim the 10-Year Anniversary of the City's Housing Rehabilitation Program (Housing Manager, Valerie Gonzales to accept).

Mayor and City Council proclaimed the 10-Year Anniversary of the City's Housing Rehabilitation Program. Housing Manager Valerie Gonzales accepted.

F. Value of Water Presentation- West Valley Water District, to present.

General Manager John Teel provided an overview of West Valley Water District’s operations, service areas, capital projects, and investments in fire resiliency and infrastructure. Council Members asked about district boundaries, reclaimed water use, and coordination with fire agencies.

PUBLIC COMMUNICATIONS:

The following individuals spoke under public communications:

Roberto Aguirre announced the upcoming grand opening of Santa Maria Church in November and requested City support for the event and future community outreach efforts serving

homeless and low-income residents.

Vanessa Antekeier, representing the Fontana Exchange Club, announced the upcoming Fontana Christmas Parade, invited community participation, and recognized the memory of Randy Binks for his long-standing service to the event.

Jeff Larson expressed concern regarding the use of fireworks in residential areas and suggested the City consider more organized public displays. He also noted that response times on the Fontana 311 app could be improved.

Grace expressed concerns about traffic safety near Mango Elementary School, including a recent accident, and requested additional safety measures such as speed bumps and stop signs. She also discussed concerns related to student safety and emergency communication following reports of threats near local schools.

Deborah Hall Lindsey thanked Mayor Warren and Community Services staff for their support of the recent Chill N' Grill community event, announced the winners, and promoted the upcoming Hoops and Heroes basketball event on October 11 at the Jessie Turner Center.

CONSENT CALENDAR:

ACTION: Motion was made by Council Member Cothran, seconded by Council Member Roberts, and passed unanimously by a vote of 5-0 to approve Consent Calendar Items "A-L." The motion carried by the following vote: AYES: Warren, Garcia, Cothran, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: None

A. Approval of Minutes **25-0528**

Approve the minutes of the September 3, 2025, Special City Council Meeting and the September 9, 2025, Regular City Council Meeting.

B. Award Bid for On-Call Public Works Pavement Markings Thermoplastic and Paint Services PW-26-03-SB **25-0454**

1. Award bid for On-Call Pavement Markings Thermoplastic and Paint Services and authorize the City Manager to enter into an agreement and execute a contract for two (2) years, for Pavement Markings Thermoplastic and Paint Services PW-26-03-SB with Chrisp Company with an annual not-to-exceed amount of $355,855.00 per year.

2. Authorize the City Manager to execute future contract amendments for the remaining three (3) additional one-year (1) renewals, for a total 5-year contract.

C. Award Bid for Thermoplastic Artwork Installation Services (DS-25-184-SP) to Creative Paving Solutions **25-0471**

1. Award bid and authorize the City Manager to execute a Professional Services Agreement with Creative Paving Solutions for Thermoplastic

Artwork Installation Services in the amount of $231,867.88 and authorize a 10% contingency in the amount of $23,186.78 (DS-25-184-SP).

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

D. Approve and Authorize the City Manager to Execute an Easement with Southern California Edison (SCE) Company at Locust Avenue, south of Jurupa Avenue, for West Valley Logistics Center **25-0486**

Approve and authorize the City Manager to execute the Easement with Southern California Edison (SCE) Company.

E. Declaring a Portion of Certain Real Property on Sierra Avenue a Public Right-of-Way and Accepting it into the City Street System **25-0496**

Adopt **Resolution No. 2025-092**, declaring a portion of certain real property on Sierra Avenue a public right-of-way and accepting it into the City Street System.

F. Final Acceptance of Perimeter Street, Sewer, Storm Drain, Traffic Signal, Interconnect, Signing & Striping, and CFD Landscape Improvements Within the Arboretum Specific Plan for Tract No. 20362 **25-0499**

1. Accept as complete the perimeter street, sewer, storm drain, traffic signal, interconnect, signing & striping, and CFD landscape improvements for Tract No. 20362.

2. Adopt **Resolution No. 2025-093**, of the City Council of the City of Fontana accepting sewers for Tract No. 20362 as part of the City sewer system.

G. Final Acceptance of the Fontana Lewis Library & Technology Center Entry Precast Stair Replacement Project (PW-24-227-SB). **25-0501**

Accept as complete the work performed by Ace Capital Engineering for the replacement of the precast entry steps at the Fontana Lewis Library.

H. Approve Public Highway At-Grade Crossing Agreement with Union Pacific Railroad Company for the Etiwanda Avenue at Slover Avenue Intersection Widening Project **25-0502**

1. Approve and authorize the City Manager to enter into the Public Highway At-Grade Crossing Agreement with Union Pacific Railroad Company for the Etiwanda Avenue at Slover Avenue Intersection Widening Project.

2. Authorize the City Manager to enter into any future individual

amendments of $100,000 to the Public Highway At-Grade Crossing Agreement for the Etiwanda Avenue at Slover Avenue Intersection Widening Project

I. Award a Contract for the Demolition of 16756 and 16766 Arrow Blvd. **25-0507**

Award bid (PW-26-14-CC) and Authorize the City Manager to execute a contract with Demo Leaders Inc. in the amount of $195,800 for the Demolition of 16756 and 16766 Arrow Blvd and authorize a 10% contingency in the amount of $19,580.

J. Police Department Monthly Information Update **25-0508**

Accept the Police Department monthly information update for July 2025.

K. Final Acceptance for the Emergency Repair Storm Structure at Valley Poplar Culvert (PW-26-13-CC). **25-0518**

Accept as complete the work performed by Gentry General Engineering for the Emergency Repair Storm Structure @ Valley Poplar Culvert project (PW-25-64-CC) and approve the final contract amount of $ 114,812.72.

L. Award a Construction Bid for the Old Timers Renovation Project (DE-26-06-SB). **25-0538**

1. Award bid and authorize the City Manager to enter into a construction contract with Estate Design and Construction for the construction of the Old Timers Renovation Project in the amount of $528,900.00 and authorize a 10% contingency amount of $52,890.00 (DE-26-06-SB).
2. Authorize the City Manager to enter into any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the Old Timers Renovation Project (DE-26-06-SB).

PUBLIC HEARINGS:

A. Public Hearing for Consolidated Annual Performance Evaluation Report (CAPER) Fiscal Year 2024-2025 **25-0487**

1. Conduct a public hearing for the Consolidated Annual Performance and Evaluation Report prepared for the U.S. Department of Housing & Urban Development to report on specific Federal housing assistance and community development activities undertaken by the City of Fontana during Fiscal Year 2024-2025; and

2. Authorize the City Manager to enter into and/or transmit any documents necessary to submit the Consolidated Annual Performance, along with any comments received during the public hearing and public comment period, to the Department of Housing & Urban Development.

Mayor Warren opened the public hearing.

City Clerk Key stated that no written communications were received.

Housing Manager Valerie Gonzales provided the staff report.

With no one interested to speak in favor or opposition of this item Mayor Warren closed the Public Hearing.

ACTION: Motion was made by Council Member Roberts, seconded by Council Member Sandoval passed unanimously by a vote of 5-0 to approve Public Hearing Item "A." The motion carried by the following vote: AYES: Warren, Garcia, Cothran, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: None

B. Appeal No. 25-0001: Request to overturn the Planning Commission's June 3, 2025 decision certifying a Final Environmental Impact Report (State Clearinghouse Number 2023030788) and adopting a Mitigation, Monitoring, and Reporting Program, and approving Tentative Parcel Map No. 22-000025 (TPM No. 20611) and Design Review No. 22-000051 for the consolidation of six (6) parcels into one parcel and the vacation of Windflower Avenue and the development of an industrial warehouse building totaling approximately 398,514 square feet on approximately 18.3 acres located between Sierra Avenue and Mango Avenue, approximately 1,300 feet south of Summit Avenue (Assessor Parcel Numbers: 1119-241-10, -13, -18, -25, -26, and -27). 25-0519

Deny Appeal No. 25-0001, thereby upholding the Planning Commission's decision on June 3, 2025 approving, pursuant to the certification of a Final Environmental Impact Report and adoption of a Migitation Monitoring and Reporting Program, Tentative Parcel Map No. 22-000025 (TPM No. 20611) and Design Review No. 22-000051 for the consolidation of six (6) parcels into one parcel and the vacation of Windflower Avenue and development of an industrial commerce building totaling approximately 398,514 square feet on approximately 18.3 acres located between Sierra Avenue and Mango Avenue, approximately 1,300 feet south of Summit Avenue (APN Nos.: 1119-241-10, -13, -18, -25, -26, and -27).

APPELLANT / APPEAL APPLICANT:
Appeal No. 25-0001: Golden State Environmental Justice Alliance, 765 N. Main Street, Ste. 151, Corona, CA 92880.

Mayor Warren opened the public hearing and announced Public Hearing Item "B" would be continued to the October 14, 2025, City Council meeting.

ACTION: Motion was made by Council Member Roberts, seconded by Council Member Sandoval, and passed unanimously by a vote of 5-0 to continue Public Hearing Item "B" to the October 14, 2025, City Council meeting. The motion carried by the following vote:

AYES: Warren, Garcia, Cothran, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: None

CITY MANAGER COMMUNICATIONS:

A. City Manager Communications

City Manager Ballantyne recognized the important contributions of the City's volunteers, noting their role as a "force multiplier" in supporting community programs and thanking them for their dedication and service.

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

A. Elected Officials Communications/Reports

Mayor Warren noted that the meeting would include an adjournment in memory of Charles Kirk and acknowledged that flags had been flown at half-staff in accordance with a presidential proclamation.

City Treasurer Koehler-Brooks wished City Clerk Key a happy birthday.

City Clerk Key had no comments.

Mayor Pro Tem Garcia had no comments.

Council Member Cothran had no comments.

Council Member Sandoval thanked the Community Services Department and City volunteers, especially senior volunteers, for their service. He also thanked Housing Manager Valerie Gonzalez for addressing concerns at a senior apartment complex on Sierra Avenue. Council Member Sandoval expressed condolences to the Kirk family and emphasized the importance of educators, requesting the meeting be adjourned in memory of former Fontana educator and Superintendent Anthony J. Lardieri Sr. who made significant contributions to local schools.

Mayor Warren requested that advance information be provided for future adjournments in memory, including the individual's name and a photo, so they can be properly honored.

Council Member Roberts expressed condolences to the family of Anthony J. Lardieri, Sr., and thanked the new police officers, noting appreciation for their joining what he described as "the best police department."

Mayor Warren reiterated the City's practice of honoring individuals' memories at meetings and encouraged advance notice to ensure proper recognition. She highlighted participation in a Fontana Unified School District program showcasing student progress and collaboration with the Police Department, praising the district leadership and shared efforts. Mayor Warren also spoke about recent community events, including La Gran Fiesta, downtown business openings, and local cultural activities, emphasizing community engagement and support for

local businesses. Finally, she announced a new program for churches and 501(c)(3) organizations to learn about state grant opportunities and encouraged participation.

ADJOURNMENT:

A. Adjournment

Mayor Warren and the City Council led a moment of silence in memory of the following individuals:

1. Randy Binks
2. Anthony J. Lardieri Sr.

Mayor Warren adjourned the meeting at 3:39 p.m. to the Regular City Council Meeting on Tuesday, October 14, 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 OCTOBER 14, 2025.

_____

Germaine Key
City Clerk

File #: 25-0468
Agenda #: B.

Agenda Date: 10/14/2025
Category: Consent Calendar

FROM:
Planning Department

SUBJECT:
Prohousing Designation Program Reapplication

RECOMMENDATION:
1. Adopt **Resolution No. 2025-094**, a Resolution of the City Council of the City of Fontana authorizing re-application to, and participation in, the Prohousing Designation Program.

2. Authorize the City Manager to execute any documents necessary or appropriate as required for re-application to and participation in the program.

COUNCIL GOALS:
- To practice sound fiscal management by living within our means while investing in the future.
- To concentrate on inter-governmental relations by pursuing financial participation from county, state and federal governments.
- To concentrate on inter-governmental relations by advocating Fontana's position in regional, state, and federal organizations.

DISCUSSION:
Purpose

The Prohousing Designation Program provides incentives to cities and counties in the form of additional points or other preference in the scoring of competitive housing, community development and infrastructure programs. Prohousing communities are prioritized for funding by the Transit and Intercity Rail Capital Program (TIRCP), Affordable Housing and Sustainable Communities (AHSC), Infill Infrastructure Grant (IIG), and Transformative Climate Communities (TCC) programs.

In 2024, the City's Housing department received a grant in the amount of $1,090,000.00 from the state's ProHousing Incentive program, which required that any applicant hold the ProHousing designation in order to be eligible to apply.

The City of Fontana was originally awarded the Prohousing Designation in November 2022 and was one of the first seven cities to receive this designation. The two-year duration of the designation concluded in November 2024 and staff intend to reapply for a second Prohousing Designation.

Analysis

Awarding of the designation is considered “over the counter” and is not a competitive process. Any jurisdiction that meets the threshold criteria could potentially be awarded the Prohousing Designation. Applicants are required to demonstrate that policies that significantly contribute to the acceleration of housing production have been enacted or are proposed to be enacted. The scoring criteria are separated into four (4) categories:

1. Favorable Zoning and Land Use
2. Acceleration of Housing Production Timeframes
3. Reduction of Construction and Development Costs
4. Providing Financial Subsidies

Applicants are required to score points in each of the four (4) categories. Points may be awarded for existing prohousing policies or policies that are proposed to be enacted during the two-year designation period. The City of Fontana’s existing policies contribute to the majority of the points staff will seek in the application. Proposed policies will contribute to the reduction of review times for residential development and an increase in the level of customer service provided to the development community.

FISCAL IMPACT:
The city has previously been awarded over $1,000,000.00 from the state stemming from its participation in the ProHousing program. Any future funding would, however, be speculative at this time.

MOTION:
Approve staff recommendation

RESOLUTION NO. 2025-094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA AUTHORIZING REAPPLICATION TO, AND PARTICIPATION IN, THE PROHOUSING DESIGNATION PROGRAM

WHEREAS, Government Code section 65589.9 established the Prohousing Designation Program ("PDP" or "Program"), which creates incentives for jurisdictions that are compliant with state housing element requirements and that have enacted Prohousing local policies; and

WHEREAS, such jurisdictions will be designated Prohousing, and, as such, will receive additional points or other preference during the scoring of their competitive applications for specified housing and infrastructure funding; and

WHEREAS, the Department of Housing and Community Development ("Department") has adopted emergency regulations (Cal. Code Regs., tit. 25, § 6600 et seq.) to implement the Program ("Program Regulations"), as authorized by Government Code section 65589.9, subdivision (d); and

WHEREAS, the City Council of the City of Fontana ("Applicant") desires to submit an application for a Prohousing Designation ("Application").

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

Section 1. The City Manager or Deputy City Manager is hereby authorized and directed to submit an Application to the Department.

Section 2. In connection with the Program, if the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver all documents required or deemed necessary or appropriate to participate in the Program, and all amendments thereto (the "Program Documents").

Section 3. The Applicant acknowledges and confirms that it will continue to comply with applicable housing laws and to refrain from enacting laws, developing policies, or taking other local governmental actions that may or do inhibit or constrain housing production. Examples of such local laws, policies, and action include moratoriums on development; local voter approval requirements related to housing production; downzoning; and unduly restrictive or onerous zoning regulations, development standards, or permit procedures. Applicant further acknowledges and confirms that it commits itself to affirmatively furthering fair housing pursuant to Government Code section 8899.50.

Section 4. Applicant acknowledges and agrees that it shall be subject to the Application; the terms and conditions specified in the Program Documents; the Program Regulations; and any and all other applicable law.

Section 5. The City Manager and/or the Deputy City Manager are authorized to execute and deliver the Application and the Program Documents on behalf of the Applicant for participation in the Program.

APPROVED AND ADOPTED this 14th day of October, 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 held on the 14th day of October, 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 #: 25-0505
Agenda #: C.

Agenda Date: 10/14/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Acceptance of Final Map for Parcel Map No. 20669 and Abandonment of a Certain Portion of an Easement for Sewer and Drainage

RECOMMENDATION:
1. Accept Parcel Map No. 20669, located at the southwest corner of Valley Boulevard Avenue and Juniper Avenue, north of Washington Drive.

2. Accept as public dedicated streets and easements associated with the map.

3. Authorize the Mayor and City Clerk to certify the abandonment of a certain portion of an easement for sewer and drainage.

COUNCIL GOALS:
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

DISCUSSION:
On April 2, 2024, the City of Fontana Planning Commission approved Tentative Parcel Map No. 20669 (Tentative Parcel Map No. 22-034) and Design Review No. 22-065 for the mixed-use development. The project consists of a 437-unit multi-family residential development, 4,000 square feet of commercial retail area, 14,150 square feet of leasing and amenity space, onsite parking, and associated improvements on an 11.59 gross acre project site located on the southwest corner of Valley Boulevard and Juniper Avenue. The owner, Jefferson Fontana, LLC, a Delaware Limited Liability Company, and the beneficiary, Texas Capital Bank, has complied with the Conditions of Approval including the dedication of necessary streets and easements as a part of the project. The Parcel Map has been reviewed by the City Engineer and found to be substantially correct.

As a part of this Parcel Map, a portion of a 15-foot-wide sewer and drainage easement (originally dedicated to Lot 15 of Tract No. 11126 and lying within Parcel 2 of this new parcel map) is no longer needed and will be abandoned. Pursuant to Section 66434(g) of the California Government Code and Section 66499.20.2 of the Subdivision Map Act, the City Clerk must certify the abandonment of those certain portions of easements. The filing of this Parcel Map shall constitute an abandonment of those portions of the easements granted to the City of Fontana for public utility purposes. In accordance with the Subdivision Map Act, the Parcel Map is now being brought to the City Council for

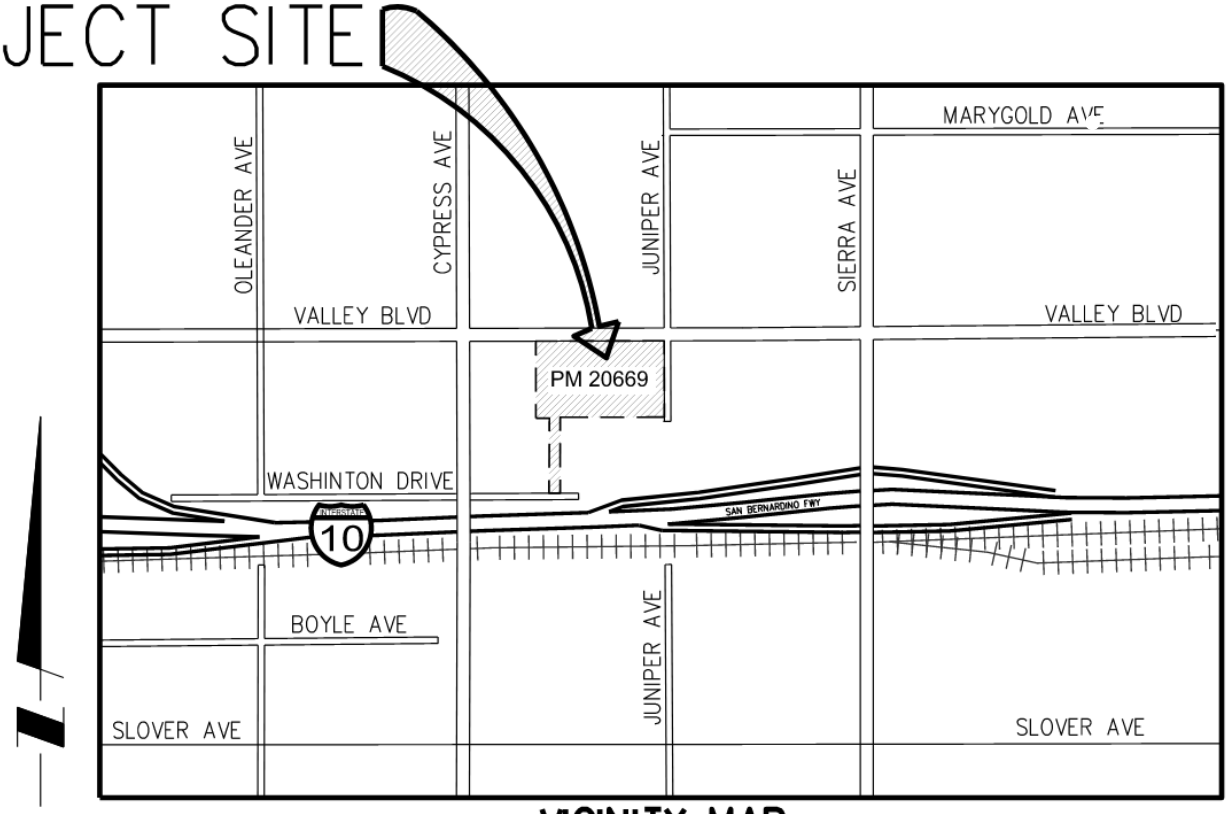
final approval.

FISCAL IMPACT:
This action will only approve the Parcel Map for recordation and authorize permits for the construction of the development; therefore, there is no fiscal impact associated with the approval of this item.

MOTION:
Approve staff recommendation.

PARCEL MAP NO. 20669
CITY OF FONTANA, CALIFORNIA

PROJECT SITE



VICINITY MAP
NOT TO SCALE

City of Fontana
Department of Engineering, Land Development Section

NUMBER OF PARCELS: 2
11.59 ACRES GROSS
11.21 ACRES NET

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

SHEET 1 OF 4 SHEETS

PARCEL MAP NO. 20669

BEING A SUBDIVISION OF A PORTION OF FARM LOTS 730 AND 735, ACCORDING TO THE MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAN BERNARDINO COUNTY

HILLWIG-GOODROW, INC. AUGUST 2024

OWNER'S STATEMENT

WE HEREBY STATE WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT TO THE CITY OF FONTANA FOR PUBLIC PURPOSES:

A PORTION OF VALLEY BOULEVARD, JUNIPER AVENUE, AND WASHINGTON DRIVE FOR STREET, HIGHWAY, AND PUBLIC UTILITY PURPOSES, AS SHOWN ON THIS MAP

WE HEREBY DEDICATE TO THE CITY OF FONTANA, EASEMENTS FOR SIDEWALK PURPOSES AS SHOWN ON THIS MAP.

OWNER(S): JEFFERSON FONTANA, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

NAME: PAYTON MAYES

TITLE: CHIEF EXECUTIVE OFFICER

BENEFICIARY STATEMENT: TEXAS CAPITAL BANK, A TEXAS STATE BANK, AS ADMINISTRATIVE AGENT, ITS SUCCESSORS, ASSIGNS, AND PARTICIPANTS, AS BENEFICIARY UNDER A DEED OF TRUST RECORDED SEPTEMBER 30, 2025 AS INSTRUMENT NO. 2025-0236060 O.R.

BY: _____

NAME: _____

TITLE: _____

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA,
COUNTY OF _____ ,

ON _____, BEFORE ME, _____,

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE 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.

_____ SIGNATURE _____
NAME PRINTED

MY COMMISSION EXPIRES: _____ COMMISSION NO.: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

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 _____, BEFORE ME, _____,

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE 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.

_____ SIGNATURE _____
NAME PRINTED

MY COMMISSION EXPIRES: _____ COMMISSION NO.: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA. SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED SINCE THEIR INTEREST CANNOT RIPEN INTO A FEE:

FONTANA FARMS COMPANY, HOLDERS OF AN EASEMENT FOR WATER AND PIPE LINES PER DOCUMENTS BOOK 875, PAGE 472, OF DEEDS, BOOK 877, PAGE 316, OF DEEDS, AND BOOK 881, PAGE 310, OF DEEDS THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.

FONTANA FARMS COMPANY, HOLDERS OF AN EASEMENT FOR PIPELINES & CONDUITS PER DOCUMENTS RECORDED JANUARY 10, 1925 IN BOOK 877, PAGE 316 OF DEEDS, AND MAY 5, 1925 IN BOOK 875, PAGE 472 OF DEEDS.
THE EXACT LOCATION OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.

FONTANA FARMS COMPANY, HOLDERS OF AN EASEMENT FOR PIPELINES & CONDUITS PER DOCUMENTS RECORDED JANUARY 10, 1925 IN BOOK 881, PAGE 310 OF DEEDS
THE EXACT LOCATION OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.

MAY MONACO, HOLDER OF AN EASEMENT FOR USING THE WATER WEIR OR GATE IN THE PIPE LINE PER DOCUMENT RECORDING IN BOOK 1586, PAGE 14, OFFICIAL RECORDS
THE EXACT LOCATION OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.

SECURITY FIRST NATIONAL BANK OF LOS ANGELES, HOLDERS OF AN EASEMENT FOR A 10" CONCRETE PIPELINE PER DOCUMENT RECORDED MARCH 7, 1946 IN BOOK 1881, PAGE 435, OFFICIAL RECORDS.
THE EXACT LOCATION OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.

MYRUEL FERRO, HOLDER OF AN EASEMENT FOR A WATER WEIR PER A DOCUMENT RECORDED JANUARY 3, 1947 IN BOOK 1980 IN BOOK 230 OF OFFICIAL RECORDS.
THE EXACT LOCATION OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.

SOUTHERN CALIFORNIA EDISON, HOLDER OF AN EASEMENT FOT PUBLIC UTILITY PURPOSES, PER DOCUMENT RECORDED NOVEMBER 26, 2014 AS DOCUMENT NO. 2014-0455191 O.R.

ABANDONMENT NOTE:

WE HEREBY ABANDON THAT PORTION OF THE 15-FOOT WIDE EASEMENT FOR SEWER AND DRAINAGE PURPOSES OFFERED FOR DEDICATION TO LOT 15 PER TRACT NO. 11126, M.B. 159/90-93 WHICH LIES WITHIN THE BOUNDS OF THIS PARCEL MAP HEREON.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JEFFERSON FONTANA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN AUGUST, 2024. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR FROM THE RECORDATION DATE OF THIS MAP IN COMPLIANCE WITH SECTION 66495 AND 66496 OF THE SUBDIVISION MAP ACT. THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

_____
ALAN C. HILLWIG, L.S. 5137 DATE

PROFESSIONAL LAND SURVEYOR — ALAN C. HILLWIG — No. 5137 EXP. 6-30-27 — STATE OF CALIFORNIA

CITY LAND SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF PARCEL MAP NO. 20669 CONSISTING OF 4 SHEETS; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED_____, 20____

_____
MICHAEL P. THORNTON, CITY LAND SURVEYOR
PLS 6867
CITY OF FONTANA

PROFESSIONAL LAND SURVEYOR — MICHAEL P. THORNTON — No. 6867 EXP. 9-30-26 — STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF PARCEL MAP NO. 20669, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ARTICLE I THROUGH III, CHAPTER 26, CODE OF THE CITY OF FONTANA HAVE BEEN COMPLETED.

DATED_____, 20____

BY: _____
GIA LAM KIM, CITY ENGINEER
RCE 62296
CITY OF FONTANA

REGISTERED PROFESSIONAL ENGINEER — GIA LAM KIM — No. 62296 CIVIL — STATE OF CALIFORNIA

CITY ENGINEER'S ACCEPTANCE CERTIFCATE:

I HEREBY STATE THAT THIS PARCEL MAP IS APPROVED AND THE FOREGOING DEDICATIONS CONVEYED BY THIS MAP, DATED AUGUST 2024, FROM JEFFERSON FONTANA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO THE CITY OF FONTANA, ARE HEREBY ACCEPTED IN ACCORDANCE WITH THE CITY OF FONTANA STANDARDS BY THE UNDERSIGNED OFFICER ON BEHALF OF THE CITY COUNCIL, PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION 91-152, ADOPTED JULY 16, 1991.

DATED_____, 20____

BY: _____
GIA LAM KIM, CITY ENGINEER
RCE 62296
CITY OF FONTANA

REGISTERED PROFESSIONAL ENGINEER — GIA LAM KIM — No. 62296 CIVIL — STATE OF CALIFORNIA

AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, ESTIMATED TO BE $ _____.

DATED: _____

ENSEN MASON, AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
SAN BERNARDINO COUNTY

BY: _____ , DEPUTY

CITY COUNCIL CERTIFICATE

AT THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FONTANA, STATE OF CALIFORNIA, HELD ON THE _____ DAY OF _____, 2025, THE SAID CITY COUNCIL APPROVED ON BEHALF OF THE CITY OF FONTANA THAT THIS MAP OF PARCEL MAP 20669, AND ACCEPTED THE FOREGOING IN ACCORDANCE WITH THE CITY OF FONTANA STANDARDS AND HEREBY CERTIFY THE ABANDONMENT NOTE SHOWN HEREON.

THE PROCEDURE IS THE TRUE AND COMPLETE PROCEDURE APPROVED BY THE CITY COUNCIL ON THE DAY OF _____, 2025.

_____
GERMAINE KEY
CITY CLERK, CITY OF FONTANA

ATTEST:

_____ _____
GERMAINE KEY — CITY CLERK, CITY OF FONTANA
ACQUANETTA WARREN — MAYOR, CITY OF FONTANA

BOARD OF SUPERVISORS' CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $_____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES (STATE, COUNTY, MUNICIPAL, OR LOCAL,) AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE SAN BERNARDINO COUNTY ASSESSOR-RECORDER-COUNTY CLERK ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE; AND THAT THE SUB-DIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

DATED: _____

LYNNA MONELL, CLERK OF THE BOARD OF SUPERVISORS
SAN BERNARDINO COUNTY

BY: _____ , DEPUTY

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____,
THIS _____ DAY OF _____, 20__, AT _____.M. IN BOOK _____
OF PARCEL MAPS, AT PAGE _____, AT THE REQUEST OF

_____
IN THE AMOUNT OF $ _____.

JOSIE GONZALES
ASSESSOR-RECORDER-COUNTY CLERK
SAN BERNARDINO COUNTY

BY: _____
DEPUTY RECORDER

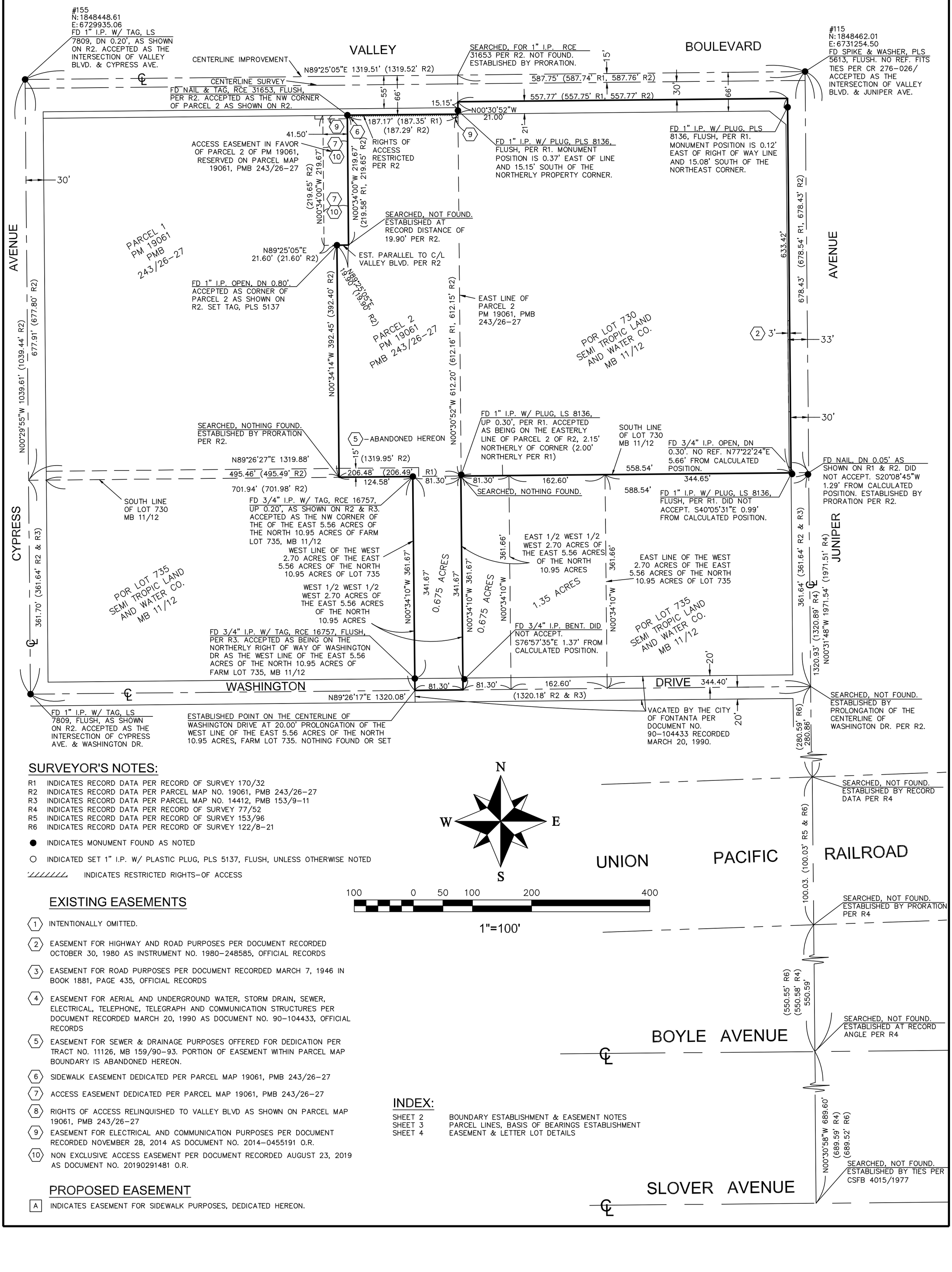
NUMBER OF PARCELS: 2
11.59 ACRES GROSS
11.21 ACRES NET

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

PARCEL MAP NO. 20669

BEING A SUBDIVISION OF A PORTION OF FARM LOTS 730 AND 735, ACCORDING TO THE MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAN BERNARDINO COUNTY

HILLWIG-GOODROW, INC. AUGUST 2024



SURVEYOR'S NOTES:

R1 INDICATES RECORD DATA PER RECORD OF SURVEY 170/32
R2 INDICATES RECORD DATA PER PARCEL MAP NO. 19061, PMB 243/26-27
R3 INDICATES RECORD DATA PER PARCEL MAP NO. 14412, PMB 153/9-11
R4 INDICATES RECORD DATA PER RECORD OF SURVEY 77/52
R5 INDICATES RECORD DATA PER RECORD OF SURVEY 153/96
R6 INDICATES RECORD DATA PER RECORD OF SURVEY 122/8-21

● INDICATES MONUMENT FOUND AS NOTED

○ INDICATED SET 1" I.P. W/ PLASTIC PLUG, PLS 5137, FLUSH, UNLESS OTHERWISE NOTED

INDICATES RESTRICTED RIGHTS-OF ACCESS

EXISTING EASEMENTS

(1) INTENTIONALLY OMITTED.

(2) EASEMENT FOR HIGHWAY AND ROAD PURPOSES PER DOCUMENT RECORDED OCTOBER 30, 1980 AS INSTRUMENT NO. 1980-248585, OFFICIAL RECORDS

(3) EASEMENT FOR ROAD PURPOSES PER DOCUMENT RECORDED MARCH 7, 1946 IN BOOK 1881, PAGE 435, OFFICIAL RECORDS

(4) EASEMENT FOR AERIAL AND UNDERGROUND WATER, STORM DRAIN, SEWER, ELECTRICAL, TELEPHONE, TELEGRAPH AND COMMUNICATION STRUCTURES PER DOCUMENT RECORDED MARCH 20, 1990 AS DOCUMENT NO. 90-104433, OFFICIAL RECORDS

(5) EASEMENT FOR SEWER & DRAINAGE PURPOSES OFFERED FOR DEDICATION PER TRACT NO. 11126, MB 159/90-93. PORTION OF EASEMENT WITHIN PARCEL MAP BOUNDARY IS ABANDONED HEREON.

(6) SIDEWALK EASEMENT DEDICATED PER PARCEL MAP 19061, PMB 243/26-27

(7) ACCESS EASEMENT DEDICATED PER PARCEL MAP 19061, PMB 243/26-27

(8) RIGHTS OF ACCESS RELINQUISHED TO VALLEY BLVD AS SHOWN ON PARCEL MAP 19061, PMB 243/26-27

(9) EASEMENT FOR ELECTRICAL AND COMMUNICATION PURPOSES PER DOCUMENT RECORDED NOVEMBER 28, 2014 AS DOCUMENT NO. 2014-0455191 O.R.

(10) NON EXCLUSIVE ACCESS EASEMENT PER DOCUMENT RECORDED AUGUST 23, 2019 AS DOCUMENT NO. 20190291481 O.R.

PROPOSED EASEMENT

[A] INDICATES EASEMENT FOR SIDEWALK PURPOSES, DEDICATED HEREON.

INDEX:

SHEET 2 BOUNDARY ESTABLISHMENT & EASEMENT NOTES
SHEET 3 PARCEL LINES, BASIS OF BEARINGS ESTABLISHMENT
SHEET 4 EASEMENT & LETTER LOT DETAILS

NUMBER OF PARCELS: 2
11.59 ACRES GROSS
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IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

SHEET 3 OF 4 SHEETS

PARCEL MAP NO. 20669

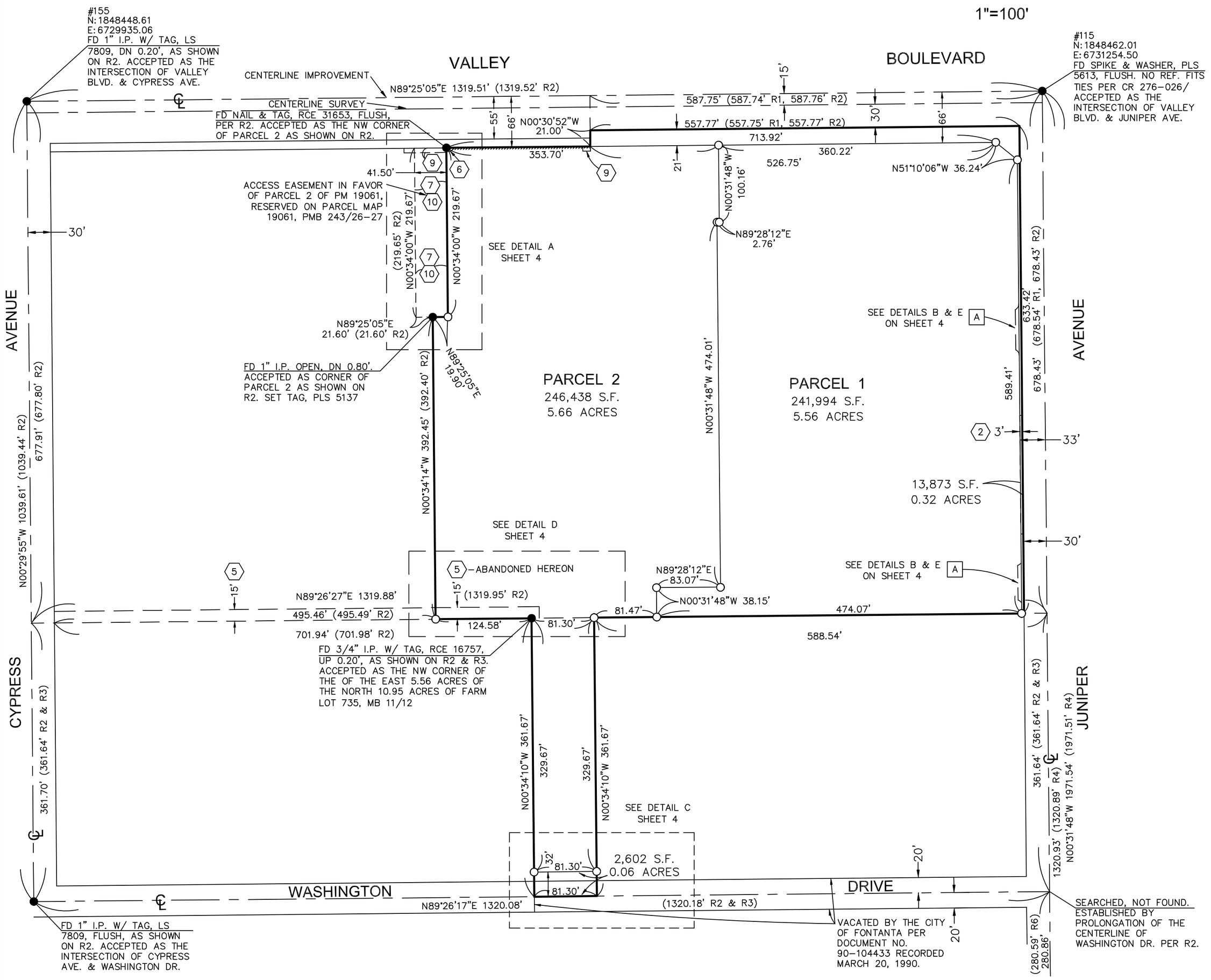
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HILLWIG-GOODROW, INC. AUGUST 2024

N
W E
S

100 0 50 100 200 400

1"=100'

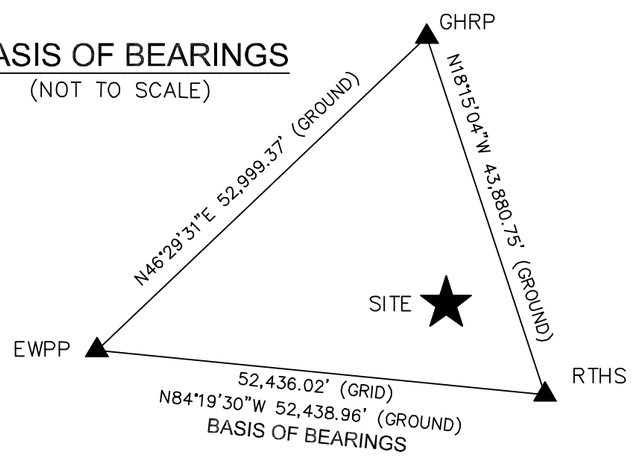


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BASIS OF BEARINGS

(NOT TO SCALE)



PROPOSED EASEMENT

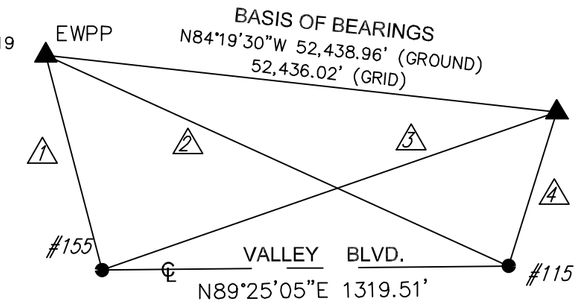
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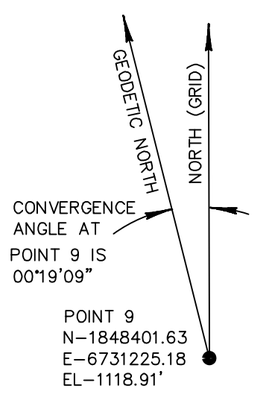
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TIES TO PROJECT CONTROL

(NOT TO SCALE)



1. S63°40'57"E 27,500.49' (GROUND)
2. S64°52'30"E 28,683.44' (GROUND)
3. S75°43'18"W 28,409.46' (GROUND)
4. S75°03'43"W 27,129.27' (GROUND)



HORIZONTAL STATE PLANE CONTROL STATIONS

SEE DIAGRAMS BELOW

NAD 83, C.S.R.C. CALIFORNIA ZONE 5, (GRID) (EPOCH 2017.50)

EWPP	RTHS
N-1860640.16	N-1855454.88
E-6705286.44	E-6757465.46

GHRP
N-1897125.81
E-6743723.62

NAD 83, C.S.R.C. CALIFORNIA ZONE 5, (GROUND) (EPOCH 2017.50)

EWPP	RTHS
N-1860640.85	N-1855455.28
E-6705284.99	E-6757466.93

GHRP
N-1897128.54
E-6743724.32

THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS 83, ZONE 5 (2011) 2017.50 EPOCH, IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS §§8801-8819, BASED LOCALLY UPON FIELD-OBSERVED CALIFORNIA SPATIAL REFERENCE CENTER (CSRC) HORIZONTAL STATE PLANE CONTROL STATIONS SHOWN HEREON

GRID TO GROUND

CALCULATIONS PERFORMED AT POINT 9
GRID TO GROUND MULTIPLY BY 1.0000560354

EWPP, RTHS, & GHRP ARE CALIFORNIA CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS).

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED

GROUND TO GRID MULTIPLY BY 0.99994397

ELEVATION AT POINT #9 ESTABLISHED BY A GPS TIE TO CONTINUOUS GPS STATION EWPP, ELEV=1194.52 (NAVD 88)

THIS IS A CONTINUOUS GPS STATION AND IS PART OF THE CALIFORNIA SPATIAL REFERENCE CENTER SURVEY COMPUTED 11-11-17 FOR THE CALIFORNIA DEPARTMENT OF TRANSPORTATION. VERTICAL DATUM IS TO THE GEODETIC REFERENCE POINT (GRP). THE ANTENNA IS AN ASHTECH 701945B_M WITH AN SCIT DOME. TRUE VERTICAL ANTENNA HEIGHT IS FROM THE GEODETIC REFERENCE POINT TO THE BOTTOM OF THE ANTENNA PRE-AMP (BPA) AND IS 0.027 FEET.

NUMBER OF PARCELS: 2
11.59 ACRES GROSS
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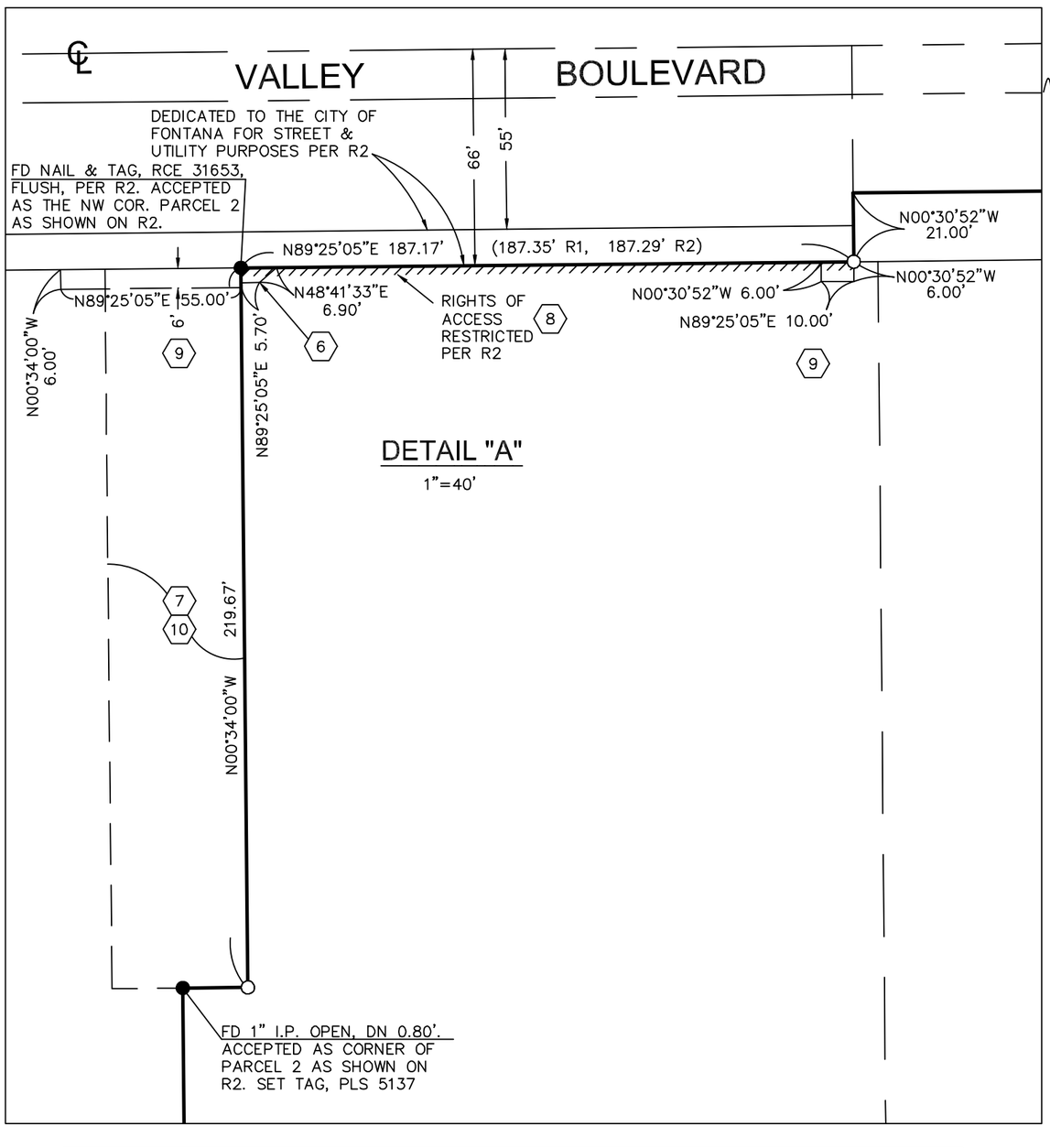
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

SHEET 4 OF 4 SHEETS

PARCEL MAP NO. 20669

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HILLWIG-GOODROW, INC. AUGUST 2024



File #: 25-0506
Agenda #: D.

Agenda Date: 10/14/2025
Category: Consent Calendar

FROM:
Police Department

SUBJECT:
2026 Selective Traffic Enforcement Program Grant Award

RECOMMENDATION:
1. Accept the 2026 State of California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant, number PT26030 in the amount of $335,000.

2. Authorize the Chief of Police or his designee to sign all related grant documents including extensions or modifications for the grant; and expend funds as outlined in the grant agreement.

COUNCIL GOALS:
- Improve public safety by increasing operational efficiency, visibility, and availability.
- Improve public safety by implementing traffic safety programs.
- Practice sound fiscal management by pursing grant opportunities.

DISCUSSION:
The Selective Traffic Enforcement Program “STEP” grant is to be funded from funds made available through the State of California’s Office of Traffic Safety. All program preparation, training and implementation will be held during the period of October 1, 2025, and September 30, 2026. The program is designed to reduce the number of persons killed and injured in traffic collisions involving impairment and other primary collision factors. Other funded strategies may include public awareness, educational programs, and training for law enforcement.

The funded strategies include:

- Officers will complete Standardized Field Sobriety Testing (SFST) training
- Officers will attend the Advanced Roadside Impaired Driving Enforcement (ARIDE) 16-hour POST certified training
- DUI/DL Checkpoints
- DUI Saturation Patrols will be conducted
- Distracted Driving Enforcement Operations targeting drivers using hand held cell phones and texting will be conducted
- Traffic Enforcement Operations, including but not limited to primary collision factor violations
- Highly publicized Motorcycle Safety Enforcement Operations will be held

- Warrant Service Operations targeting multiple DUI offenders who violate probation terms or fail to appear in court
- Participate in the National Distracted Driving Awareness Month in April
- Participate in the statewide Click It or Ticket mobilization period in May

The police department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Data gathering and analysis of the program will take place throughout the grant period to include quarterly performance reports, quarterly evaluation data forms, the final report, claim and executive summary.

FISCAL IMPACT:
The City of Fontana will increase estimated revenues in the amount of $335,000; and increase appropriations for expenditures in the amount of $335,000 in Grant Fund #301, Project #40200009-301-A. Appropriate budget adjustments will be submitted to the Budget Office with the 1st Quarter Budget Status Report.

Expenditure Plan - $335,000 (Reference Schedule B)

Personnel $ 329,599.00

Travel/Training Expense $1,970.00

Other Direct Costs (Supplies) $3,431.00

MOTION:
Approve staff recommendation.

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Fontana

3. **Grant Period**
From: 10/01/2025
To: 09/30/2026

4. AGENCY UNIT TO ADMINISTER GRANT
Fontana Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. **Federal Funds Allocated Under This Agreement Shall Not Exceed: $335,000.00**
Allocation is contingent upon availability of federal funds.

7. **TERMS AND CONDITIONS:** The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:
- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. **Approval Signatures**

A. GRANT DIRECTOR
NAME: Kurtis Schlotterbeck
TITLE: Traffic Sergeant
EMAIL: kschlotterbeck@fontanaca.gov
PHONE: (909) 350-7771
ADDRESS: 17005 Upland Ave.
Fontana, CA 92335

_____ _____
(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Michael Dorsey
TITLE: Chief of Police
EMAIL: mdorsey@fontanaca.gov
PHONE: (909) 350-7702
ADDRESS: 17005 Upland Ave.
Fontana, CA 92335

_____ _____
(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Leona Kwan
TITLE: Senior Administrative Analyst
EMAIL: lkwan@fontanaca.gov
PHONE: (909) 356-7169
ADDRESS: 17005 Upland Ave.
Fontana, CA 92335

_____ _____
(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Stephanie Dougherty
TITLE: Director
EMAIL: stephanie.dougherty@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive Suite 300
Sacramento, CA 95758

_____ _____
(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. **SAM INFORMATION**
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: WLF8LH1TH3P8 REGISTERED ADDRESS: 8353 Sierra Ave. CITY: Fontana ZIP+4: 92335-3528

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$335,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				AMOUNT ENCUMBERED BY THIS DOCUMENT **$335,000.00**		
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**		
OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED			TOTAL AMOUNT ENCUMBERED TO DATE **$335,000.00**		

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.
Fontana is a city in San Bernardino County whose population has continued to increase steadily. With a population of over 217,000, Fontana is currently growing at a rate of .97% annually. Numbers released in early May 2024 by the California Department of Finance indicate that Fontana has maintained its ranking as the second largest city in San Bernardino County and the 20th largest in California. This placement will likely continue as is evidenced by the numerous projects for single family and multi-family housing developments which can be seen in various stages of construction throughout the city. Fontana is outpacing both its neighbor to the west, Rancho Cucamonga, and to the east, Rialto, in population growth.

In addition to the increase in residents, traffic volumes are also made up through miles driven through the city. Fontana is comprised of a little over 43 sq. miles, situated between three major area freeways (IS 15, IS 10, SR 210) and is home to one of the largest Kaiser Permanente Hospitals. Fontana's economy has largely transitioned to a focus on industry, specifically trucking industry as it has become home to many product distribution centers for major companies, and it has become a commercial hub in the Inland Empire due to an explosion of warehouses. Essentially, our city and our motoring public continue to grow, and we have not adequately kept pace.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).
It has been shown that safety is practice and redundancy is crucial. The greatest hurdle facing the Fontana Police Department with regards to traffic safety and enforcement remains the direct correlation between local statistics and staffing levels. This problem has only intensified, and we run the risk of considering it ancient history, but it is very much a current issue and remains indicative of how imperative pro-active enforcement is as it relates to traffic safety. It is well known that infrastructure improvements are essential and should be constantly strived for, but enforcement which can potentially change behavior is equally crucial in curing the epidemic of traffic fatalities and injuries.

Historically, as the Traffic Unit grew in personnel, fatalities dropped incrementally to an all-time low of 4 in 2009. We use 2009 as a benchmark since to date, the staffing levels of 2009 represent our highest ever. With slight variations, injury crashes of all categories followed the relative arc of fatalities as well. Since this time, the unit exhibited a deficit of up to 6 sworn (50% of the unit's contingent at the time) and 4 civilian personnel. As budget constraints and scheduling difficulties caused our staffing levels to drop, our fatalities continued to rise. This trend culminated at 18 in 2018 and remained consistently high but at a slight decrease at 13 in 2019, 2020 and 2021. Unfortunately, this consistency came to an end in 2022, which revealed a record 22 fatalities recorded. 2023 saw a slight drop but still a record number of unacceptable fatalities at 19. Our efforts, a few staffing vacancies filled and most assuredly the pro-active enforcement allowed by scheduled grant overtime in 2024 resulted in a marked decrease to 12 fatalities. The difficulties the staffing situation wrought with regard to traffic safety enforcement remain current and are as relevant today as when they first began. To this day, staffing levels remain our largest struggle department wide. However, we remain ever hopeful that each new year will bring vacancies to an end and possibly much needed growth to the unit which is tasked with the safety of the city's entire motoring public. The needs are recognized, and additional positions have been allocated to the Traffic Unit but they have yet to be staffed as our difficulties are not specific to this unit but rather exist department wide. As of this writing we are currently operating with 6 sworn (40% of the unit's current contingent) and 1 civilian vacancy. After once again observing the direct correlation in crash data, our local data does indicate some cause for hope in the form of decreases in a few areas. As two officers have been selected just this month, we look forward to closing the gap in the upcoming year. The City and the Police Department are committed

to filling vacancies, but as many other agencies are also experiencing, we simply cannot hire and train officers fast enough to keep pace with the need. Efforts have been redoubled and continue.

The most recent OTS rankings (2022) indicate disheartening trends but some improvements:

Total fatal and injury crashes remained relatively consistent in recent years at 38/60 from 37/61 but sharply decreased in 2022 to 26/61.

Alcohol involved continued its slight arc of improvement in recent years, from 40/61 to 42/60 and continuing to improve to 44/61 in 2022 rankings.

Improvement in Motorcycle involved crashes obtained in 2019 were maintained at 45/61 in 2020 but 2021 data showed a new and problematic trend at 29/60 which has worsened to 27/61 in 2022.

After improving in both 2018 and 2019, Pedestrian involved worsened slightly from 49/59 to 44/61 in 2020. 2021 indicated a further decline and possibly a newly burgeoning problem at 42/60 which dropped again in 2022 data to 36/61. This increase in pedestrian involved crashes is also evidenced by more recent local data.

Bicyclist involved data worsened from 2019 to 2021 but in 2022 the rankings improved from 32/60 to 43/61.

Speed related continued to worsen by plummeting in 2020 from 25/59 to 17/61. 2021 shows a slight improvement at 22/60 but unfortunately it was not maintained and the 2022 ranking have dropped to 19/61.

While Nighttime crashes continued to show improvement between 2019-2021, the rankings have unfortunately declined for 2022 to 25/61 from 37/60.

After improving slightly, Hit and Run crashes declined slightly in 2020 to 37/61 from 44/59. 2021 indicates a slight recovery in this area at 46/60, but unfortunately rankings have declined to 35/61 in the 2022 rankings.

After our composite ranking plummeted so terribly in 2018 to 28/59 from 43/58, 2019 indicated a slight improvement to 31/59 and 2020 continued this slight improvement at 37/61. 2021 continued the trend of improvement at 42/60 but 2022 rankings unfortunately indicate another decline to 31/61.

Even slight improvements are cause for celebration, but there is much to be done in the many areas which clearly need additional and sustained attention. Local data indicates that improvements in 2020 were not necessarily maintained in 2021-2023. But recent 2024 local data is certainly more positive that the 2022 OTS rankings. It indicates we are on the right path and have made headway into disturbing trends. For example, the decrease we saw in alcohol related injuries during 2019-2021 from 67 to 25 was maintained at 25 in 2023. Unfortunately, 2024 saw a slight increase to 28. However, the amount of alcohol related crashes actually dropped from 45 to 28.

DUI arrests may be used as an example of the importance of proactivity. As recently as 2016, DUI arrests as a result of a crash dropped to only 7%. This represented a year where we came close to closing the gap on our vacancies. Unfortunately, that number began climbing again the following year and for two years recently rested at 62%. In 2024, we managed to drop this staggering number to 58%. While this is not a huge decrease, stopping the upward trend of this important percentage is encouraging and officers hope to redouble their efforts and build on it. Officers are acutely aware it is in the proactive hours where the most preventative measures can be taken, and the Traffic Unit lacks the wherewithal to provide the preventative measures it would optimally like to. This remains our greatest hurdle. Grant funding, therefore, remains of the utmost importance and any demonstrable improvements are likely owed to this partnership.

The number of injury/fatal traffic crashes remained relatively steady between 2014-2016, ranging from 562-611. However, it has become apparent that the number of injuries per crash has been on the rise. As an example, 694 individuals were injured or killed as a result of 627 crashes in 2013. A decrease in crashes to 578 in 2018 seemed heartening, however, as this resulted in 765 individuals being injured, the magnitude of these crashes caused notice. This remained true for 2019-2023. 2024 demonstrates the magnitude of these crashes is still a problem to be confronted as 921 injuries/fatalities came as a result of 681 crashes. While

this is a slight improvement from 2023 which presented the highest number of injuries/fatalities on record in our city, it is still an unacceptable number of injuries.

Speed plays a tremendous factor here. Unsafe speed consistently tops our list of PCFs for injury crashes and clearly plays a role in increasing not only the frequency but the severity of crashes. Speed as a PCF has shown an upward trend in the last few years. In the last four years, injury/fatal crashes with speed as the PCF rose from 141 to 182. In 2023 this resulted in 233 injuries/fatalities. 2024 indicated a decrease in injury/fatal crashes to 170 but still resulted in 237 injuries/fatalities. Once again, the heartening decrease in number of crashes is mitigated by the realization of an increase in injured individuals. This significant increase and problem will likely continue as more and more vehicles travel through Fontana faster and more recklessly.

The post COVID jump in Nighttime injuries to 121 in 2021 from 65 in 2020 saw a demonstrable decrease to 96 in 2022 but in 2023 rose back up to 113. 2024 data indicates nighttime injuries are on the rise with 130.

Pedestrian injuries remained relatively steady for years and then dropped in both 2021 and 2022, resting at 43. 2023 indicated a newly problematic jump as pedestrian injuries rose to 56. 2024 indicates a decrease to 51 injuries and the hope that 2023 was an outlier and the trend of decreasing pedestrian injuries can be maintained.

Motorcycle fatalities/injuries also rose drastically in 2023 from 1 each to 4 fatalities and 7 injuries. Local 2024 data indicates this dropped considerably in percentage given the small reporting numbers to 2 fatalities and 5 injuries.

The number of injured Bicyclists had dropped to 25 in 2022, an improvement from both 2020 and 2021. 2023 saw this number rise to 30 and 2024 local data indicates an additional increase to 42.

Clearly more work is necessary to stay afloat, decrease crashes and offenses, raise our rankings and improve traffic safety for all who call Fontana home or who travel through. More importantly, these statistics represent community members and individuals whose lives are changed by these injuries. While more recent local data shows slightly more positive trends than OTS rankings from 2022, many areas are still problematic and/or are tenuous improvements which need to be built upon. Slight gains are not to be taken lightly and the Fontana Police Department looks to redouble our efforts in the areas of concern as we see incidents rising. Essentially, local data for 2024 indicates some of the OTS ranking data from 2022 have been improved upon but many have continued to be problematic. With COVID a few years behind us, statistics from 2023 and 2024 likely ring true to today's problems regarding traffic safety and enforcement. Some are heartening, many are cause for concern. However, we remain statistically focused on a clear problem. Even where we achieve small gains, we cannot rest on incremental laurels. Crashes continue to impact our residents and the motoring public and traffic safety necessitates vigilance. There is considerable work to do.

Our perennial problems remain reducing total injury/fatal crashes, with a focus on DUI, speed and other top PCF offenses. Added to this, is the need to contain the recent problem of increases in those crashes involving bicyclists and which occur in the nighttime hours. While the majority of crashes occurring in Fontana continue to occur during weekday commuting hours, nighttime injury/fatal crashes are on the rise as well and require additional attention and effort. These increases are occurring largely on major thoroughfares throughout the city but there is also a noticeable increase on parallel feeder roadways which are subject to accommodating an increase in traffic volume due to a vast amount of roadway construction and improvements underway citywide. Currently, the vast majority of DUI arrests are made by, and crashes are handled by traffic officers, who represent a miniscule percentage of the sworn contingent in the department (approximately 7%). While we seek to remedy this by eventually growing the Traffic Unit, this small group continues to fight for better and to impart a greater understanding to our motoring neighbors and coworkers of the dangers inherent in these behaviors and what the potential costs to each of us are.

Define the target population the grant intends to serve and how they are affected by the problem(s). This affects each of our residents equally as the roadways need to be kept safe for drivers, passengers, motorcyclists, bicyclists and pedestrians alike. Disproportionately, the increases in the area of injured

bicyclists and those at risk of potential harm while traveling at night needs to be addressed with additional focused enforcement. The ability to be proactive and provide educational opportunities will enable us to maintain recent gains where they have been made while continuing efforts to lower total crashes and injuries and increase traffic safety awareness citywide. We must collectively persevere in the fight versus the reckless disregard for the safety of others which affects each community member, resident or motorist traveling through Fontana.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	**Target Number**
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a “DUI BOLO” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	10
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	4
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs	15

for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	
7. Conduct DUI Saturation Patrol operation(s).	17
8. Conduct Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court.	2
9. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	17
10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	17
11. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	6
12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	8
13. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
14. Participate in highly visible collaborative DUI Enforcement operations.	1
15. Participate in highly visible collaborative Traffic Enforcement operations.	1
16. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	2
17. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	2

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of $5,000 more (including tax and shipping) must comply with Buy America.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would

be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.

- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with “INTERNAL ONLY: DO NOT RELEASE” message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.

- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-26	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$230,000.00
402PT-26	20.600	State and Community Highway Safety	$70,000.00
405e DDL-26	20.616	Distracted Driving Laws	$35,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-26	$11,986.80	15	$179,802.00
DUI Saturation Patrols	164AL-26	$1,970.00	17	$33,490.00
Warrant Service Operations	164AL-26	$6,500.00	2	$13,000.00
Collaborative DUI Enforcement	164AL-26	$2,700.00	1	$2,700.00
Traffic Enforcement	402PT-26	$1,970.00	17	$33,490.00
Motorcycle Safety Enforcement	402PT-26	$1,180.00	6	$7,080.00
Pedestrian and Bicycle Enforcement	402PT-26	$1,970.00	8	$15,760.00
Collaborative Traffic Enforcement	402PT-26	$2,700.00	1	$2,700.00
Street Racing and Sideshow Enforcement Operations	402PT-26	$3,500.00	2	$7,000.00
Distracted Driving Enforcement	405e DDL-26	$2,058.82	17	$35,000.00
Category Sub-Total				$330,022.00
B. TRAVEL EXPENSES				
In State Travel	402PT-26	$1,970.00	1	$1,970.00
				$0.00
Category Sub-Total				$1,970.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-26	$1,008.00	1	$1,008.00
Collaborative Meetings	402PT-26	$500.00	4	$2,000.00
Category Sub-Total				$3,008.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00

GRANT TOTAL	$335,000.00

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Warrant Service Operations - Overtime for grant funded Warrant Service Operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
-
EQUIPMENT
-
OTHER DIRECT COSTS
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device Supplies, PAS Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.
Collaborative Meetings - Costs for law enforcement agencies to discuss traffic safety trends and plan collaborative operations. Costs may include food and beverages for attendees, additional costs may be included if approved by OTS. Adequate records including an agenda must be maintained.
INDIRECT COSTS
-
STATEMENTS/DISCLAIMERS
There will be no program income generated from this grant.

Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   “The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,
   U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in
organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at *www.trafficsafety.org*. The NHTSA website (*www.nhtsa.gov*) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

File #: 25-0513
Agenda #: E.

Agenda Date: 10/14/2025
Category: Consent Calendar

FROM:
Management Services

SUBJECT:
Annual Placement of Weed Abatement Charges on the Property Tax Rolls

RECOMMENDATION:
Adopt **Resolution No. 2025-095,** to replace and repeal Resolution No. 2025-041 of the City Council of the City of Fontana, California, directing the placement of weed abatement charges on the property tax bills for collection.

COUNCIL GOALS:
- To operate in a businesslike manner by becoming more service oriented.

DISCUSSION:
On June 24, 2025, the City Council approved Resolution No. 2025-041 directing the placement of weed abatement charges on the property tax rolls. Following this action, the San Bernardino County Auditor/Controller/Treasurer/Tax Collector (ATC) informed the City that additional specifications are now required for placement of direct charges on the FY 2025/26 tax roll.

The County requires that the updated resolution specifically include:

1. Confirmation of governing authorization under applicable state law.
1. - Pursuant to California Government Code Section 39501 et seq., cities are authorized to require the removal of weeds, rubbish, and refuse, and to recover abatement costs by recording a lien or by placement on the property tax roll.
1. - The Fontana Municipal Code, Chapter 28 et seq. further establishes the City's authority and procedures for weed abatement, including notice, hearings, and cost recovery.
2. Specific direction to the County ATC to place the direct charges on the current property tax roll.
3. Authorization of the total amount of the charge, including applicable administrative fees.

The revised resolution before Council today satisfies these updated County requirements while reaffirming the City's prior action. The Statement of Weed Abatement Charges, including administrative fees, has been prepared and is attached as Exhibit "A."

This item does not impose any new charges; it simply updates the Council's prior resolution to meet the County's procedural standards for processing

FISCAL IMPACT:

This action ensures timely collection of outstanding weed abatement receivables through the County property tax billing system. The County will apply an administrative charge of **$0.30 per parcel**. The total amount to be applied for FY 2025/26 is **$66,895.20 across 69 properties**, which includes administrative costs.

MOTION:
Approve staff recommendation.

RESOLUTION NO. 2025-095

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, DIRECTING THE PLACEMENT OF WEED ABATEMENT CHARGES ON THE FISCAL YEAR 2025-26 PROPERTY TAX BILLS FOR COLLECTION

WHEREAS, the City of Fontana ("City") has conducted its weed abatement program pursuant to the Fontana Municipal Code, Chapter 28 et seq.**,** which establishes procedures for abatement of weeds, rubbish, and refuse, including notice to property owners, hearings, and cost recovery; and

WHEREAS, California Government Code Section 39501 et seq**.** specifically authorizes the legislative body of a city to require the removal of weeds, rubbish, and other refuse from private property, and to recover the costs of abatement by making such costs a lien upon the property; and

WHEREAS, the City Council previously approved resolution 2025-041 on **June 24, 2025**, adopting the Statement of Weed Abatement Charges and authorizing placement of such charges on the property tax roll; however, the County of San Bernardino ("County") Auditor/Controller/Treasurer/Tax Collector requested an updated resolution in order to comply with its procedural requirements; and

WHEREAS, the Auditor-Controller of San Bernardino County is authorized, if so directed by the City Council, to place weed abatement charges on property tax bills for collection; and

WHEREAS, the City has prepared a Statement of Weed Abatement Charges, including all applicable administrative fees, which remain unpaid by the property owners, as set forth in the attached Exhibit "A" incorporated herein by this reference; and

WHEREAS, the City Council has elected to place unpaid weed abatement charges on the property tax rolls for accounts subject to lien action because of delinquency.

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. At the request of the County, the City Council has adopted this Resolution to be used for the purposes of retroactively complying with the County's Fiscal Year 2025-26 property tax roll enrollment. That weed abatement charges which remain unpaid as of July 1, 2025, on which lien action has been taken, be forwarded to the County of San Bernardino Auditor/Controller/Treasurer/Tax Collector for compliance to enroll the charges on the Fiscal Year 2025-26 property tax rolls as a Direct Charge. This Resolution has no other authority or action other than to comply with

the County's request. The City Council will be required to approve a similar resolution each year it desires to enroll delinquent weed abatement charges on the County property tax rolls.

Section 3. Effective Date. This resolution shall take effect upon 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 14th day of October, 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 held on the 14th day of October, 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"

WRITTEN REPORT OF ASSESSOR'S PARCELS

DELINQUENT WEED ABATEMENT CHARGES

FOR FISCAL YEAR 2025-26

APN	Year	County Code	Owner	Amount Owed	Admin Fee	Total Assessment
01901811 60000	2025	CC012-SP004	CHEUNG, WINNIE REVOCABLE TRUST 12/15	2,116.20	35.30	2,151.50
01902823 30000	2025	CC012-SP004	REYNOSO, GUADALUPE DEL ROCIO	1,302.60	35.30	1,337.90
01910411 40000	2025	CC012-SP004	Ramayya, Sulekha	266.00	35.30	301.30
01911913 10000	2025	CC012-SP004	QUINONEZ, ROBERT ADRIAN	794.10	35.30	829.40
01912411 10000	2025	CC012-SP004	Cruz, Antonio	266.00	35.30	301.30
01920912 40000	2025	CC012-SP004	LSJ Investments, Inc.	1,675.50	35.30	1,710.80
01921210 70000	2025	CC012-SP004	CROMWELL, CAMIILE A TRUST 09/24/2002	1,099.20	35.30	1,134.50
01922822 90000	2025	CC012-SP004	MACCHIO, VICTOR JOSEPH	1,506.00	35.30	1,541.30
01930210 90000	2025	CC012-SP004	Zarifpour, Raymond	266.00	35.30	301.30
01930311 80000	2025	CC012-SP004	Zarifpour, Raymond	997.50	35.30	1,032.80
01930810 50000	2025	CC012-SP004	Mendoza, Jess	1,698.10	35.30	1,733.40
01930816 30000	2025	CC012-SP004	Lopez, Yohana Carolina	266.00	35.30	301.30
01931210 40000	2025	CC012-SP004	New Legacy Development Corp	1,099.20	35.30	1,134.50
01931210 50000	2025	CC012-SP004	New Legacy Development Corp	1,099.20	35.30	1,134.50
01931814 90000	2025	CC012-SP004	Gutierrez, Esperanza	1,302.60	35.30	1,337.90
01932010 30000	2025	CC012-SP004	Arif, Mohammed	266.00	35.30	301.30

01932611 40000	2025	CC012-SP004	Martinez, Adelina Araujo	1,302.60	35.30	1,337.90
01932710 10000	2025	CC012-SP004	GONZALEZ, ANTONIO GONZALEZ	641.55	35.30	676.85
01932731 90000	2025	CC012-SP004	Patrick, Polk	266.00	35.30	301.30
01940924 20000	2025	CC012-SP004	Zhang, Ningning	266.00	35.30	301.30
02260742 30000	2025	CC012-SP004	Simpson, Gary R. Trust 1/26/12	266.00	35.30	301.30
02280214 50000	2025	CC012-SP004	Arion Properties	1,129.60	35.30	1,164.90
02303812 10000	2025	CC012-SP004	Fontana Tract 16337 LLC	692.40	35.30	727.70
02321711 20000	2025	CC012-SP004	Calmat Co/Vulcan Materials	266.00	35.30	301.30
02321711 30000	2025	CC012-SP004	Calmat Co/Vulcan Materials	895.80	35.30	931.10
02321711 40000	2025	CC012-SP004	Calmat Co/Vulcan Materials	266.00	35.30	301.30
02331221 70000	2025	CC012-SP004	Zhang, Bin	266.00	35.30	301.30
02331223 40000	2025	CC012-SP004	Burchfield, David L	266.00	35.30	301.30
02351214 60000	2025	CC012-SP004	Rodriguez, Anthony	266.00	35.30	301.30
02360913 60000	2025	CC012-SP004	SNL IOV 10631 Banana Owner LLC	251.00	35.30	286.30
02361410 80000	2025	CC012-SP004	Golden Horizon Real Estate LLC	1,935.40	35.30	1,970.70
02361514 70000	2025	CC012-SP004	Fedex Freight West Inc.	2,308.30	35.30	2,343.60
02371110 30000	2025	CC012-SP004	Lit Industrial Limited Partnership	1,302.60	35.30	1,337.90
02371110 40000	2025	CC012-SP004	Lit Industrial Limited Partnership	1,099.20	35.30	1,134.50
02371112 20000	2025	CC012-SP004	Lit Industrial Limited Partnership	1,302.60	35.30	1,337.90
02371113 60000	2025	CC012-SP004	Lit Industrial Limited Partnership	1,404.30	35.30	1,439.60
02371113 70000	2025	CC012-SP004	Lit Industrial Limited Partnership	1,099.20	35.30	1,134.50
02371220 70000	2025	CC012-SP004	Duke Realty Limited Partnership	1,943.20	35.30	1,978.50
02381717 40000	2025	CC012-SP004	LBA RVI-Company XXIII LLC	2,353.50	35.30	2,388.80
02381717 70000	2025	CC012-SP004	Fontana Fullfillment Center ILP LLC	266.00	35.30	301.30

02390951 10000	2025	CC012-SP004	LCD Sierra Crest LLC	1,638.10	35.30	1,673.40
02390951 20000	2025	CC012-SP004	LCD Sierra Crest LLC	93.00	35.30	128.30
02400312 80000	2025	CC012-SP004	Manji Development LLC	895.80	35.30	931.10
02400413 10000	2025	CC012-SP004	951 LLC	1,709.40	35.30	1,744.70
02400914 40000	2025	CC012-SP004	Chen, Shih-Tse	266.00	35.30	301.30
02401412 10000	2025	CC012-SP004	Arambula, Arnulfo	266.00	35.30	301.30
02401412 20000	2025	CC012-SP004	ELKHATIB, IBRAHIM	1,404.30	35.30	1,439.60
02403415 70000	2025	CC012-SP004	Palomo, Alex	1,302.60	35.30	1,337.90
02403612 40000	2025	CC012-SP004	Conway, John	1,099.20	35.30	1,134.50
02410510 10000	2025	CC012-SP004	MIDLAND INVESTMENTS LLC	1,788.50	35.30	1,823.80
02410510 20000	2025	CC012-SP004	MIDLAND INVESTMENTS LLC	1,438.20	35.30	1,473.50
02410511 60000	2025	CC012-SP004	MIDLAND INVESTMENTS LLC	1,438.20	35.30	1,473.50
02410511 70000	2025	CC012-SP004	MIDLAND INVESTMENTS LLC	1,743.30	35.30	1,778.60
02410513 20000	2025	CC012-SP004	MIDLAND INVESTMENTS LLC	811.05	35.30	846.35
02411111 10000	2025	CC012-SP004	HARNVICHITCHAI, BUNHJONG	266.00	35.30	301.30
02411114 00000	2025	CC012-SP004	Casillas Real Estate Investment LLC	266.00	35.30	301.30
02411114 10000	2025	CC012-SP004	Lun, Vouch	1,302.60	35.30	1,337.90
02411910 40000	2025	CC012-SP004	Rodriguez, Alejandro	266.00	35.30	301.30
02413410 20000	2025	CC012-SP004	Cantarero, Fredrick R.	266.00	35.30	301.30
02432414 10000	2025	CC012-SP004	DIAR LLC	93.00	35.30	128.30
02432414 20000	2025	CC012-SP004	DIAR LLC	590.70	35.30	626.00
02432414 30000	2025	CC012-SP004	DIAR LLC	590.70	35.30	626.00
02461631 30000	2025	CC012-SP004	Arreola, Maria Cecilia Ramos	895.80	35.30	931.10
02462212 90000	2025	CC012-SP004	Liborio, Carlos Leyva	266.00	35.30	301.30

02510423 00000	2025	CC012-SP004	Park, Kon Son Park, Young Mi	1,494.70	35.30	1,530.00
02563111 90000	2025	CC012-SP004	Le, Xuan-EST OF	266.00	35.30	301.30
11006312 00000	2025	CC012-SP004	Teng, Si Teng	1,404.30	35.30	1,439.60
11101010 40000	2025	CC012-SP004	Dayton Hudson Corp	813.20	35.30	848.50
11103611 20000	2025	CC012-SP004	GONZALEZ, RICARDO A	1,709.40	35.30	1,744.70
Total APNs	**69.00**	**Total**		-		**66,895.20**

File #: 25-0514
Agenda #: F.

Agenda Date: 10/14/2025
Category: Consent Calendar

FROM:
Management Services

SUBJECT:
Annual Placement of Nuisance Abatement Charges on the Property Tax Rolls

RECOMMENDATION:
Adopt **Resolution No. 2025-096,** of the City Council of the City of Fontana, California, directing the placement of Nuisance abatement charges on the property tax bills for collection for FY2025/2026.

COUNCIL GOALS:
- To operate in a businesslike manner by becoming more service oriented.

DISCUSSION:
The City of Fontana enforces nuisance abatement under Fontana Municipal Code Chapter 18, which provides procedures for declaring, noticing, and abating nuisances, and authorizes recovery of costs through liens and special assessments (FMC § 18-19). The costs of nuisance abatement may also be collected under California Government Code §§ 38773, 38773.1, and 38773.5, which allow a city to recover expenses by recording a lien and/or placing the unpaid charges as a direct charge on the property tax roll.

For FY 2025/26, City staff coordinated with the San Bernardino County Auditor/Controller/Treasurer/Tax Collector (ATC) to submit nuisance abatement charges for affected parcels. These charges apply specifically to properties with unpaid nuisance abatement liens as of July 1, 2025. The County accepted the charges for inclusion on the current property tax roll but required that the City Council adopt a confirming resolution meeting the following criteria:

1. Confirmation of governing authority under state law and municipal code.
2. Specific directive to the County ATC to place the charges on the tax roll.
3. Authorization of the total amount, including administrative fees.

The attached resolution satisfies these requirements. Exhibit “A” lists each parcel, including Assessor’s Parcel Number, address, abatement costs, administrative fee, and total charge.

This action does not create any new charges. It is a procedural step to formally confirm Council’s authorization so that the County may complete the billing process.

FISCAL IMPACT:
This action ensures that nuisance abatement costs previously incurred by the City are collected through the County property tax system. The County will apply an administrative charge of $0.30 per

parcel to the bills. For FY 2025/26, the total amount to be applied is $54,921.72 across 43 properties, which includes administrative costs.

MOTION:
Approve staff recommendation.

RESOLUTION NO. 2025-096

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, DIRECTING THE PLACEMENT OF NUISANCE ABATEMENT CHARGES ON THE FISCAL YEAR 2025-26 PROPERTY TAX BILLS FOR COLLECTION.

WHEREAS, the City of Fontana ("City") enforces nuisance abatement pursuant to Fontana Municipal Code Chapter 18, which provides notice, hearing, cost confirmation, and cost-recovery procedures, including creation and recordation of nuisance abatement liens and collection by special assessment/direct charge (see **Chapter § 18-19**); and

WHEREAS, California Government Code §§ 38773, 38773.1, and 38773.5 authorize cities to (i) abate nuisances at the expense of responsible parties, (ii) impose and record nuisance abatement liens, and (iii) collect abatement costs by special assessment on the property tax roll, with attendant procedures and priorities; and

WHEREAS, the County of San Bernardino ("County") Auditor/Controller/Treasurer/Tax Collector requested a resolution in order to comply with its procedural requirements; and

WHEREAS, the Auditor-Controller of San Bernardino County is authorized, if so directed by the City Council, to place Nuisance abatement charges on property tax bills for collection; and

WHEREAS, the City has prepared a Statement of Nuisance Abatement Charges (attached as Exhibit "A" and incorporated herein) identifying each parcel by Assessor's Parcel Number (APN) and address, and specifying the abatement cost, administrative fee, and total charge for each parcel; and

WHEREAS, the City Council has held a duly noticed public hearing, considered all objections and evidence, and finds the charges in Exhibit "A" to be accurate and unpaid, and therefore appropriate for collection by the County as direct charges on the current property tax roll.

WHEREAS, the City Council has elected to place unpaid Nuisance abatement charges on the property tax rolls for accounts subject to lien action because of delinquency.

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. Authorization of Total Amount. The City Council confirms and

authorizes the total amount of nuisance abatement charges, including administrative fees, as set forth for each parcel in Exhibit "A."

Section 3. Findings/Approvals. At the request of the County, the City Council has adopted this Resolution to be used for the purposes of retroactively complying with the County's Fiscal Year 2025-26 property tax roll enrollment. That Nuisance abatement charges which remain unpaid as of July 1, 2025, on which lien action has been taken, be forwarded to the County of San Bernardino Auditor/Controller/Treasurer/Tax Collector for compliance to enroll the charges on the Fiscal Year 2025-26property tax rolls as a Direct Charge. This Resolution has no other authority or action other than to comply with the County's request. The City Council will be required to approve a similar resolution each year it desires to enroll delinquent nuisance abatement charges on the County property tax rolls.

Section 4. Effective Date. This resolution shall take effect upon adoption.

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. Administrative Actions The City Manager or designee is authorized to take all actions necessary to implement this Resolution, including coordinating with the County ATC, correcting clerical errors in Exhibit "A," recording any related liens or releases as appropriate under Fontana Municipal Code Chapter 18 and state law, and transmitting such documentation to the County.

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 14th day of October, 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 held on the 14th day of October, 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"

WRITTEN REPORT OF ASSESSOR'S PARCELS

DELINQUENT NUISANCE ABATEMENT CHARGES

FOR FISCAL YEAR 2025-26

APN	Owner	Delinquent Year	County Code	Amount Owed	Admin Fee	Total Assessment
228821170000	15637 AEROSTAR	2025	CC012-SP005	1045.32	0.30	1,045.62
241091150000	7619 SIERRA	2025	CC012-SP005	2551.11	0.30	2,551.41
241081030000	16842 MILLER	2025	CC012-SP005	2118.72	0.30	2,119.02
230381210000	15023 JOSHUA TREE	2025	CC012-SP005	605.48	0.30	605.78
230041440000	8151 BANANA	2025	CC012-SP005	434.27	0.30	434.57
1119021250000	5918 FOREST OAKS	2025	CC012-SP005	262.26	0.30	262.56
241211520000	7455 BOXWOOD	2025	CC012-SP005	203.4	0.30	203.70
243131660000	7710 MAPLE	2025	CC012-SP005	1241.37	0.30	1,241.67
1100731050000	13568 WHIPPLE	2025	CC012-SP005	489.86	0.30	490.16
194083060000	17525 PINE	2025	CC012-SP005	120	0.30	120.30
243253110000	7840 WILLIAMS	2025	CC012-SP005	120	0.30	120.30
236161380000	10931 CALABASH	2025	CC012-SP005	3444.36	0.30	3,444.66
235121450000	9767 ELM AVE	2025	CC012-SP005	830.14	0.30	830.44
194312100000	17091 PINE AVE	2025	CC012-SP005	866.05	0.30	866.35
192341200000	8692 ALDER AVE	2025	CC012-SP005	323.61	0.30	323.91
246191300000	8787 LOCUST AVE	2025	CC012-SP005	149.09	0.30	149.39
228303060000	6591 TOKAY	2025	CC012-SP005	834.35	0.30	834.65

240331800000	6597 SONOMA	2025	CC012-SP005	262.26	0.30	262.56
241191010000	7504 LEMON	2025	CC012-SP005	682.62	0.30	682.92
228302030000	6590 TOKAY AVE	2025	CC012-SP005	1893.37	0.30	1,893.67
230381110000	15046 JOSHUA TREE	2025	CC012-SP005	253.22	0.30	253.52
191152110000	8305 BENNETT AVE	2025	CC012-SP005	868.33	0.30	868.63
235101040000	15340 ROSEMARY	2025	CC012-SP005	1018.75	0.30	1,019.05
255011180000	16172 SANTA ANA	2025	CC012-SP005	559.45	0.30	559.75
190111360000	7947 CYPRESS	2025	CC012-SP005	1406.22	0.30	1,406.52
240132280000	MOUNTAIN VIEW (APN: 024013228)	2025	CC012-SP005	2999.59	0.30	2,999.89
190111370000	7939 CYPRESS	2025	CC012-SP005	5793.15	0.30	5,793.45
1118281210000	5562 PINE LEAF	2025	CC012-SP005	8220.36	0.30	8,220.66
1100631200000	14188 MENDOCINO	2025	CC012-SP005	834.84	0.30	835.14
243081390000	17770 FAIRVIEW	2025	CC012-SP005	694.95	0.30	695.25
1110071220000	7527 HONEYSUCKLE	2025	CC012-SP005	530	0.30	530.30
228971520000	15556 MEGAN	2025	CC012-SP005	600	0.30	600.30
240132260000	16985 MOUNTAIN VIEW AVE	2025	CC012-SP005	730.55	0.30	730.85
251163140000	16346 BOYLE	2025	CC012-SP005	2568.49	0.30	2,568.79
243131590000	7790 MAPLE	2025	CC012-SP005	438	0.30	438.30
227791010000	7140 WEBB	2025	CC012-SP005	856.8	0.30	857.10
230381180000	15055 JOSHUA TREE	2025	CC012-SP005	304.34	0.30	304.64
230381060000	14978 JOSHUA TREE	2025	CC012-SP005	304.34	0.30	304.64
230381070000	14986 JOSHUA TREE	2025	CC012-SP005	304.34	0.30	304.64

1119091320000	5731 BAY HILL	2025	CC012-SP005	1361.05	0.30	1,361.35
1118061060000	5126 AGAVE	2025	CC012-SP005	508.7	0.30	509.00
1119081300000	5740 RIDGEMARK	2025	CC012-SP005	211	0.30	211.30
1100631370000	14186 REDONDO	2025	CC012-SP005	5064.71	0.30	5,065.01
Total APN'S	**43**		**Total**			**54,921.72**

8353 Sierra Avenue
Fontana, CA 92335

File #: 25-0531
Agenda #: G.

Agenda Date: 10/14/2025
Category: Consent Calendar

FROM:
Police Department

SUBJECT:
2024 Homeland Security Grant Program (HSGP)

RECOMMENDATION:
Accept the 2024 Homeland Security Grant Program subrecipient award in the amount $57,927 from the Office of Homeland Security.

Authorize the Chief of Police or his designee to sign all related grant documents including extensions or modifications for the grant; and expend funds as outlined in the grant agreement.

COUNCIL GOALS:
- Improve public safety by increasing operational efficiency, visibility and availability.
- Practice sound fiscal management by pursing grant opportunities.

DISCUSSION:
The Office of Homeland Security has made available funding to agencies under the FY 2024 Homeland Security Grant Program. The City of Fontana has received grant funding in the amount of $57,927. The Fontana Police Department plans to utilize 2024 HSGP funding to purchase various police equipment, including a robot for high-risk situations, rifle shields, and SWAT plates for tactical armor. If any of these items become unavailable, an amendment will be submitted to the grantor to identify alternative priority equipment.

FISCAL IMPACT:
The City of Fontana will increase revenues in the amount of $57,927; and increase appropriations for expenditures in the amount of $57,927 in Grant Fund #301, Project #40300012-301-A. Appropriate budget adjustments will be submitted to the Budget Office with the 1st Quarter Budget Status Report.

MOTION:
Accept staff recommendation.

1743 Miro Way, Rialto, CA 92376 | Phone: 909.356.3998 Fax: 909.356.3965
www.SBCounty.gov

SAN BERNARDINO COUNTY

Office of Emergency Services

Luther Snoke
Chief Executive Officer

Crisanta Gonzalez
Director

August 20, 2025

TO: **SAN BERNARDINO COUNTY FIRE CHIEFS; SAN BERNARDINO COUNTY SHERIFF AND POLICE CHIEFS; SAN BERNARDINO COUNTY PUBLIC HEALTH OFFICER; SAN BERNARDINO COUNTY OPERATIONAL AREA COORDINATING COUNCIL PRIMARY AND ALTERNATE REPRESENTATIVES; HOMELAND SECURITY GRANT CONTACTS AND OTHERS**

SUBJECT: **FISCAL YEAR 2024 HOMELAND SECURITY GRANT PROGRAM – CFDA 97.067, FIPS 071-00000**

-TIME SENSITIVE-

The San Bernardino County Office of Emergency Services (OES) has received notification that FEMA and the California Governor's Office of Emergency Services have approved the projects for the Fiscal Year 2024 Homeland Security Grant Program (FY24 HSGP). These projects were submitted by jurisdictions within San Bernardino County to OES in January of 2024. Jurisdictions must now complete the application packet by close of business on **September 26, 2025**. The application packet must include the following documents:

1. Cover Letter on Jurisdiction Letterhead (Sample Attached)
2. Initialed and Signed FY24 HSGP Subrecipient Assurances (Attached)
3. Certification Letter on Jurisdiction Letterhead (Sample Attached)
4. FY24 HSGP Application Workbook Certification Page – Signed (Attached)
5. Grants Management Assessment Form (Attached)
6. Certification Regarding Lobbying (Attached)
7. FFATA Financial Disclosure form if the allocation is over $30,000 (Attached)
8. Verification of active UEI registration (SAM.gov printout)
9. Single Audit Report (if applicable)

Submit Application Packets to:
San Bernardino County Office of Emergency Services
Grants Unit
Attn: Christopher McLaughlin
1743 Miro Way
Rialto, CA 92376-0425
Or electronically:
christopher.mclaughlin@oes.sbcounty.gov

BOARD OF SUPERVISORS
Col. Paul Cook (Ret.) First District | Jesse Armendarez Second District | Dawn Rowe Chair, Third District | Curt Hagman Fourth District | Joe Baca, Jr Vice Chair, Fifth District
Luther Snoke Chief Executive Officer

Once the fully executed Application Packet is received, the San Bernardino County OES will send an Authorization to Spend letter. Jurisdictions cannot begin spending FY24 HSGP funds until receipt of the Authorization to Spend letter.

Be aware that your allocation may have changed from the initial Call for Projects.

Modifications can be requested following notice of your successful execution of the Application Packet. However, projects identified as National Priority projects cannot be modified without FEMA approval and will not be permitted to be modified to another project category. Further information regarding the National Priority requirement is in the FY24 HSGP Federal Notice of Funding Opportunity (NOFO).

If you have any questions or concerns regarding the above information, please contact Christopher McLaughlin at **(909) 786-6660** or by email at christopher.mclaughlin@oes.sbcounty.gov. Thank you for your continued cooperation.

Sincerely,

Crisanta Gonzalez

CRISANTA GONZALEZ, Director
San Bernardino County Office of Emergency Services

CG:cm

Attachments

FY2024
Homeland Security Grant Program
Law Jurisdiction's Proposed Allocations

No.	Law Jurisdictions	Population (POP)	Base	Percentage based on POP	Total Allocation	Total District Allocation
1	Adelanto Sheriff/County Sheriff	36,656	$ 12,000	$ 7,872	$ 19,872	$ 19,872
2	Apple Valley/County Sheriff	74,996	12,000	$ 16,106	$ 28,106	$ 28,106
3	Barstow	24,918	12,000	$ 5,351	$ 17,351	$ 17,351
4	Chino	93,137	12,000	$ 20,002	$ 32,002	$ 32,002
5	Chino Hills	77,058	12,000	$ 16,549	$ 28,549	$ 28,549
6	Colton	53,154	12,000	$ 11,415	$ 23,415	$ 23,415
7	Fontana	213,851	12,000	$ 45,927	$ 57,927	$ 57,927
8	Grand Terrace	12,814	12,000	$ 2,752	$ 14,752	$ 14,752
9	Hesperia/County Sheriff	100,041	12,000	$ 21,485	$ 33,485	$ 33,485
10	Highland	55,984	12,000	$ 12,023	$ 24,023	$ 24,023
11	Loma Linda	25,228	12,000	$ 5,418	$ 17,418	$ 17,418
12	Montclair	37,494	12,000	$ 8,052	$ 20,052	$ 20,052
13	Needles	4,756	12,000	$ 1,021	$ 13,021	$ 13,021
14	Ontario	180,717	12,000	$ 38,811	$ 50,811	$ 50,811
15	Rancho Cucamonga/County Sheriff	173,545	12,000	$ 37,271	$ 49,271	$ 49,271
16	Redlands	71,972	12,000	$ 15,457	$ 27,457	$ 27,457
17	Rialto	102,985	12,000	$ 22,117	$ 34,117	$ 34,117
18	San Bernardino	223,230	12,000	$ 47,941	$ 59,941	$ 59,941
19	Twentynine Palms	25,929	12,000	$ 5,569	$ 17,569	$ 17,569
20	Unincorporated/Sheriff	302,396	12,000	$ 64,943	$ 76,943	$ 76,943
21	Upland	78,376	12,000	$ 16,832	$ 28,832	$ 28,832
22	Victorville/County Sheriff	137,193	12,000	$ 29,464	$ 41,464	$ 41,464
23	Yucaipa	53,991	12,000	$ 11,595	$ 23,595	$ 23,595
24	Yucca Valley	21,635	12,000	$ 4,646	$ 16,646	$ 16,646
	Total	**2,182,056**	**$ 288,000**	**$ 468,622**	**$ 756,622**	**$ 756,622**

Population provided by the California Department of Finance
E-4 Population Estimates for Cities, Counties, and the State, 2021-2023 with 2020 Census Benchmark | Department of Finance (ca.gov)

8353 Sierra Avenue
Fontana, CA 92335

File #: 25-0532
Agenda #: H.

Agenda Date: 10/14/2025
Category: Consent Calendar

FROM:
Public Works

SUBJECT:
Award a Contract for Fire Station 77 Restroom Remodel Project (PW-26-02-SB)

RECOMMENDATION:
Award and Authorize the City Manager to execute a contract with MCO Development Inc. of Irvine, CA in the amount of $392,000.00 for the Fire Station 77 Restroom Remodel and authorize a contingency (10%) in the amount of $39,200.00

COUNCIL GOALS:
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.

DISCUSSION:
The restrooms at Fire Station 77 are exhibiting signs of aging and deterioration. A remodel is proposed to address these issues and to reconfigure the existing layout in order to provide separate restroom facilities for male and female personnel. The renovation will improve functionality, privacy, and overall working conditions for fire station staff. The bidding process for the Fire Station 77 Restroom Remodel Project bid (PW-26-02-SB) was conducted by the city staff in June and July 2025. One thousand one hundred forty-two (1,142) bidders were notified of the bid. Bid packages were downloaded by ninety-two (92) vendors. Forty-nine (49) Fontana vendors were notified, One Fontana vendor response was received. The bid closed on Thursday, July 24, 2025, and the City received a total of fourteen (14) bids.

After reviewing each individual company that provided a bid for the project, the Purchasing Office has recommended that the contract be awarded to MCO Development Inc. MCO Development Inc. submitted all the necessary documents and therefore is the most responsible and responsive bidder.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $431,200.00 including contingencies. Funds associated for this project are included in the current FY 2025/2026 budget, in project 37300010-610-A-8329.

MOTION:
Approve staff recommendation

Bid Results
Fire Station #77 Restroom Remodel Project
PW-26-02-SB

MCo Development Irvine, CA	$392,000.00
First Trade Irvine, CA	$555,000.00
Global Builders Inc Laguna Hills, CA	$598,888.00
Final Touch Construction Fontana, CA	$682,300.00
R Dependable Const Inc San Bernardino, CA	$745,000.00
M. Brey, Inc. Beaumont, CA	$769,750.00
Elegant Construction Inc Irvine, CA	$787,000.00
Grew Builders Inc Los Angeles, CA	$875,000.00
JR Construction Anaheim, CA	$928,220.11
Diamond General Contractors Redlands, CA	$990,000.00
MLC Constructors, Inc Corona, CA	$1,112,897.00
Blackstone Builders Inc Corona, CA	$1,122.944.00
KNC Construction Inc Apple Valley, CA	$1,126,686.00

Bid Results

Bidder Details

Vendor Name	MCo Development Inc
Address	1 Venture Suite 130 Irvine, California 92618 United States
Respondee	Mohammad Monshizadeh
Respondee Title	President
Phone	714-721-0386
Email	plans@mcodevelopment.com
Vendor Type	FON, CADIR
License #	B1072306
CADIR	2000011626

Bid Detail

Bid Format	Electronic
Submitted	07/24/2025 10:46 AM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	440188

Respondee Comment

Buyer Comment

Attachments

Sending Cashier's Check as Bid Security

File Title	File Name	File Type
20250630161054591 Bid Specifications - PW-26-02-SB.pdf	20250630161054591 Bid Specifications - PW-26-02-SB.pdf	General Attachment
20250630161055039 Commitment to Comply Skilled Workforce Form.pdf	20250630161055039 Commitment to Comply Skilled Workforce Form.pdf	General Attachment
20250630161055528 Fleet Compliance Certification.pdf	20250630161055528 Fleet Compliance Certification.pdf	General Attachment
Cashiers Check.pdf	Cashiers Check.pdf	General Attachment Bid Bond

Subcontractors

No Subcontractors

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							**$392,000.00**		
1			**Fire Station #77 Restroom Remodel Project**	**LS**	**1**	**$392,000.00**	**$392,000.00**	**Yes**	

Line Item Subtotals

Section Title	Line Total
Section 1	**$392,000.00**
Grand Total	**$392,000.00**

(SUBMIT ONLINE)

BID FORMS

INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

BIDDER certifies that the following information is true and correct:

Bidder's Name: MCO Development, Inc.

Business Address: 1 Venture, Suite 130 Irvine Ca 92618

Telephone: 1 (714) 585-0090 Email Address: mm@mcodevelopment.com

DIR No: 200001126 UEI No.

State Contractor's License No. and Class: 1072306 A & B

Original Date Issued: 12/29/2020 Expiration Date: 12/31/2026

How many years has Bidder's organization been in business under its present name? ~ 11 Years

Under what other or former names has Bidder's organization operated? : MCO Development, Inc.

If Bidder's organization is a corporation, answer the following:

Date of Incorporation: 7/9/2014

State of Incorporation: CA

President's Name: Mohammad Monshizadeh

Vice President's Name(s): Hamed Monshizadeh

Secretary's Name: Mohammad Monshizadeh

Treasurer's Name: Hamed Monshizadeh

(SUBMIT ONLINE)

If an individual or a partnership, answer the following:

Date of Organization: _____

Name and address of all partners (state whether general or limited partnership):

_____

_____

_____

If other than a corporation or partnership, describe organization and name principals:

_____

_____

List other states in which Bidder's organization is legally qualified to do business.

_____

_____

_____

What type of work does the Bidder normally perform with its own forces?

Ground up construction of residential and commercial buildings.

_____

Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No

_____

Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No

_____

(SUBMIT ONLINE)

B. LIST OF PAST PROJECTS

The bidder must demonstrate a knowledge of public construction techniques and must possess a working ability to perform similarly sized construction work for a public agency. The City expressly reserves the right to reject the bid of any bidder who has failed to complete three (3) similar projects of substantially the same type in a timely fashion or in a satisfactory manner. The following are the names, addresses, phone numbers and contact person for three public agencies for which BIDDER has performed similar work within the past three (3) years: **FAILURE TO FURNISH SUCH INFORMATION (*IN THE COMPLETE FORMAT REQUIRED*) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE**.

AGENCY: City of Fontana

ADDRESS: 15186 Foothill Fontana CA 92336

CONTACT PERSON: Phil Burhum

PHONE: 909-350-3727 EMAIL: pburhum@fontana.gov

SCOPE OF WORK AND DOLLAR AMOUNT: $26,000,000 Ground up construction of a residential Project consisting of four residential buildings, one amenity building with offices and bathrooms

AGENCY: County of San Bernardino & Cedar House Life Change Center

ADDRESS: 18612 Santa Ana Ave, Bloomington, CA 92316

CONTACT PERSON: Mrs. Jamie Lamb

PHONE: Mrs. Jamie Lamb EMAIL: jlamb@cedarhouse.com

SCOPE OF WORK AND DOLLAR AMOUNT: Construction of annex facility including ground up Construction of rehab center consisting of new 26k sf of offices and rehab rooms

AGENCY: ISD Housing

ADDRESS: 16408 Valencia Ave, Fontana CA 92335

CONTACT PERSON: Daniel Ramirez

PHONE: 714-856-4300 EMAIL: daniel@mfkessler.com

SCOPE OF WORK AND DOLLAR AMOUNT: Construction of 56 residential facilities including Barrooms and living quarters plus public amenities and infrastructure including sewer

(SUBMIT ONLINE)

C. LIST OF CURRENT PROJECTS (Backlog)

[**Duplicate Page if needed for listing additional current projects. **]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
CVL, LLC	Resdiential Facilities	2026	$36 mil
Inspiration Village	Bathroom and	2028	$15 mil
Aldea Phase 2	Bathroom and	2028	$22 Mil
Arrow Anex	Bathroom and	2030	$40 mil

(SUBMIT ONLINE)

CONTRACTOR'S LICENSING STATEMENT

The undersigned certifies that bidder is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number: 1072306

License Classification: A & B Expiration Date: 12/31/2026

Name of Individual Contractor (Print or type):

_____

Signature of Owner: _____

Business Address: _____

or

Name of Firm: MCO Development, Inc

Business Address: 1 Venture, Suite 130 Irvine Ca 92618

Name: Mohammad Monshizadeh Title: President

Address: 1 Venture, Suite 130 Irvine Ca 92618

Name Mohammad Monshizadeh Title: President

Address: 1 Venture, Suite 130 Irvine Ca 92618

or

Name of Corporation: MCO Development, Inc.

Business Address: 1 Venture, Suite 130 Irvine Ca 92618

Corporation organized under the laws of the State of California

M. Monshizadeh

Signature of President of Corp.

Signature of Secretary of Corp.

7/24/2025

Date

(SUBMIT ONLINE)

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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.

Name of Bidder MCO Development, Inc.

Signature M. Monshizadeh

Name and Title Mohammad Monshizadeh

Dated 7/24/2025

(SUBMIT ONLINE)

CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in **Government Code Section 12940**.

The firm listed below certifies that it does not discriminate in its employment with regard to the factors set forth in **Labor Code Section 1735;** that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM: MCO Developmentl, Inc.

TITLE OF PERSON SIGNING: President

SIGNATURE: 

DATE: 7/24/2025

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

(SUBMIT ONLINE)

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

CONTRACTOR:

MCO Development, Inc.
Name of Contractor:

By: 
SIGNATURE

Mohammad Monshizadeh
NAME

President
TITLE

7/24/2025
DATE

(SUBMIT ONLINE)

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq*.) is true and correct:

☒ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signature: M. Monshizadeh

Printed Name: Mohammad Monshizadeh

Title: President

Firm Name: MCO Development, Inc.

Date: 7/24/2025

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

(SUBMIT ONLINE)

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Signature: 

Printed Name: Mohammad Monshizadeh

Title: President

Firm Name: MCO Development, Inc.

Note: Providing false information may result in criminal prosecution or administrative sanctions

(ENTER ONLINE)

BID SHEET

FIRE STATION #77 RESTROOM REMODEL PROJECT

ITEM NO.	DESCRIPTION	QTY	UOM
1.	Fire Station #77 Restroom Remodel Project	1	LS

(ENTER ONLINE)

LIST OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work as follows:

LISTING OF SUBCONTRACTORS WILL BE ENTERED ONLINE WHEN SUBMITTING YOUR PROPOSAL

ALL ITEMS OF INFORMATION REQUESTED ON THIS PAGE ARE REQUIRED. BIDDERS SHALL SPECIFY EACH SUBCONTRACTOR WHO WILL PERFORM WORK OR LABOR OR RENDER SERVICE TO THE PRIME CONTRACTOR IN AN AMOUNT IN EXCESS OF ONE HALF OF ONE PERCENT (0.5%) OF THE PRIME CONTRACTOR'S TOTAL BID. FAILURE TO LIST ALL INFORMATION AS REQUESTED ABOVE MAY RESULT IN DISQUALIFICATION OF THE BID.

(SUBMIT ONLINE)

LIST OF REFERENCES

Please provide information of at least three (3) and no more than ten (10) references which are in similar to the scope of work listed in this RFP:

Project Client (Name/Phone)	Description of Work	Period of Performance	Magnitude Annual Value of Contract
City of Fontana 909-350-6727	Construction of ground	2022-2024	$46 mil
Cedar House 909-529-92132	Construction of New	2024-2025	$29 Mil
Mousavi Group	Remodel of	2025	$500k

(SUBMIT ONLINE)

DESIGNATOR OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

NAME/TITLE: _____
ADDRESS: _____
_____
PHONE: _____ FAX: _____
E-MAIL: _____

NAME/TITLE: _____
ADDRESS: _____
_____
PHONE: _____ FAX: _____
E-MAIL: _____

NAME/TITLE: _____
ADDRESS: _____
_____
PHONE: _____ FAX: _____
E-MAIL: _____

Cashiers

(SUBMIT ONLINE)

BID BOND
FOR CONSTRUCTION OF

FIRE STATION #77 RESTROOM REMODEL PROJECT
PROJECT NO.

Cashiers

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, _____
_____, (hereafter called "Principal"),

and _____, (hereafter called "Surety"), are held and firmly bound unto the **City of Fontana** (hereafter called **"OWNER"**), in the sum of

_____ dollars ($_____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves and our successors and assigns.

SIGNED this _____ day of _____, 20___.

The condition of the above obligation is such that whereas the principal has submitted to the **OWNER** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the **FIRE STATION #77 RESTROOM REMODEL PROJECT**
Project No.

NOW THEREFORE,

a. If said Bid is rejected, or

b. If said Bid is accepted and Principal executes and delivers a contract in the attached Agreement form within then (10) days after acceptance (properly completed in accordance with said Bid), and furnishes insurance certificates and endorsements, bonds for faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and all other required documents, then this obligation shall be void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

For value received, Surety hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any bidding errors or extension of the time within which the **OWNER** may accept such Bid, and said Surety hereby waives notice of any such extension.

(SUBMIT ONLINE)

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

Cashiers

PRINCIPAL: _____

ATTEST: (if corporation)

By: _____ By: _____

Title: _____ Title: _____

Corporate Seal)

SURETY: _____

ATTEST:

By: _____ By: _____

Title: _____ Title: _____

(Corporate Seal)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). 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 and FAX Number of Surety and agent Or representative for Service of process in California) _____/_____

E-MAIL: _____

(SUBMIT ONLINE)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }

} ss.

County of _____ Cashiers

On _____ before me, _____

Here Insert Name and Title of the Officer

personally appeared _

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(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: _____

Place Notary Seal Above — 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.

Description of Attached Document

Title of Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	**Signer's Name:** _____
☐ **Individual**	☐ **Individual**
☐ **Corporate Officer** **Title(s):** _____	☐ **Corporate Officer** **Title(s):** _____
☐ **Partner - ☐ Limited ☐ General**	☐ **Partner - ☐ Limited ☐ General**
☐ **Attorney in Fact**	☐ **Attorney in Fact**
☐ **Trustee**	☐ **Trustee**
☐ **Guardian or Conservator**	☐ **Guardian or Conservator**
☐ **Other:**	☐ **Other:**
Right Thumbprint of Signer Top of thumb here	**Right Thumbprint of Signer Top of thumb here**
Signer is Representing:	**Signer is Representing:**

(SUBMIT ONLINE)

NON-COLLUSION DECLARATION

FIRE STATION #77 RESTROOM REMODEL PROJECT

The undersigned declares:

I am the President of MCO Development, Inc

a California Corporation, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 7/24/2025 [date], at Irvine [city], CA [state].

M. Monshizadeh

(Signature)

Mohammad Monshizadeh

(Print Name)

President

(Title)

(SUBMIT ONLINE)

CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in **Government Code Section 12940**.

The firm listed below certifies that it does not discriminate in its employment with regard to the factors set forth in **Labor Code Section 1735;** that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM: MCO Development, Inc.

TITLE OF PERSON SIGNING: President

SIGNATURE: M. Mowlavi

DATE: 7/24/2025

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Fontana (hereinafter designated as the "City"), by action taken or a resolution passed _____ , 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____
_____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 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 City and original contractor or on the part of any oblige named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 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.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal 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 b its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of
Principal, if corporation)

_____
Principal (Property Name of Contractor)

By:

_____
(Signature of Contractor)

(Seal of Surety)

_____
Surety

By:

_____
Attorney in Fact

(Attached Attorney-In-Fact
Certificate and Required
Acknowledgements)

***Note: Appropriate Notarial Acknowledgments of Execution by Contractor and +surety and a power of Attorney MUST BE ATTACHED.**

State of California)
) ss.
County of San Bernardino)

On _____ before me, (here insert name and title of the notary), personally appeared _____
_____
_____
_____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (Seal)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

SUBMIT ONLINE

COMMITMENT TO COMPLY

WITH

SKILLED AND TRAINED WORKFORCE REQUIREMENTS

Bidder, on behalf of itself and its subcontractor(s) at every tier, hereby commits that a skilled and trained workforce will be used to perform all work on the Project that falls within an apprenticeship occupation in the building or construction trades in accordance with Chapter 2.9 (commencing with§ 2600) of Part 1 of Division 2 of the Public Contract Code. Pursuant to Public Contract Code § 2601:

"Skilled and trained workforce" means a workforce that meets all of the following conditions: All the workers performing work in an apprentice occupation in the building and construction trades are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.

For work performed on or after January 1, 2019, at least 50 percent, and after January 1, 2020 at least 60 percent, of the skilled joumeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation, except that the requirement shall continue to be 30 percent for work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or water proofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher.

MCO Development, Inc.

Official, legal name of bidding Contractor or individual (Type or Print)

Signature:	
Name:	Mohammad Monshizadeh
Title:	President
Date:	7/24/2025

SUBMIT ONLINE

Fleet Compliance Certification

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☒ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: MCO Development, inc.

Signature: M. Monshizadeh

Name: Mohammad Monshizadeh

Title: President

Date: 7/24/2025

CP03906 (1/23)

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. CHECK BACKGROUND CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.
COPYBAN CAPTURE ANTI-FRAUD PROTECTION

Comerica Bank.

CASHIER'S CHECK

NOTICE TO CUSTOMERS: The purchase of an indemnity bond will be required before any cashier's check issued by this bank will be replaced or refunded in the event it is lost, stolen, or destroyed.

000653703 90-3752 1211

DATE 07/21/2025

*****40,000 AND 00/100THS Dollars

$ ****$40,000.00

Details on back. Security Features Included

PAY TO THE ORDER OF CITY OF FONTANA

Drawer: Comerica Bank

955 VXR029 653703

REMITTER MCO DEVELOPMENT INC

Authorized Signature

MP

⑈000653703⑈ ⑆121137522⑆ 1894147642⑈

Comerica Bank.

CASHIER'S CHECK

Purchaser's Receipt

NOTICE TO CUSTOMERS: The purchase of an indemnity bond will be required before any cashier's check issued by this bank will be replaced or refunded in the event it is lost, stolen, or destroyed.

000653703 90-3752 1211

07/21/2025

*****40,000 AND 00/100THS Dollars

****$40,000.00

PAY TO THE ORDER OF CITY OF FONTANA

COMERICA BANK
TUSTIN BC

JUL 21 2025

BANKING CENTER #955
CSR # 2

Drawer: Comerica Bank

955 VXR029 653703

REMITTER MCO DEVELOPMENT INC

NON NEGOTIABLE

MP

ENDORSE CHECK HERE

X MP

DO NOT WRITE/SIGN/STAMP BELOW THIS LINE

DEPOSITORY BANK ENDORSEMENT

Vendor Notification

Agency Notifications `1142 City of Fontana vendors notified`

06/30/2025 4:16 PM (PDT) 1126 vendors notified

using Criteria **Category:**
90900 - Building Construction Services, New (Incl. Maintenance And Repair Services)
90922 - Building Construction, Non-Residential (Office Bldg., Etc.)
90924 - Building Construction, Commercial And Institutional
91065 - Remodeling And Alterations
91200 - Construction Services, General (Incl. Maintenance And Repair Services)
96800 - Public Works And Related Services

1-800-BOARDUP INTERNATIONAL, LLC (1509489)
731 Fairfield Court
Ann Arbor, Michigan 48108
United States

Contact: Justin Wheeler
Phone: 607-259-5787
Fax:
Email: justin.wheeler@1-800boardup.com

16th & G Agency Corp, DBA The ROW Company (812227)
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Wakeco, Inc. (1177422) 27286 Via Industria Ste A Temecula, California 92590 United States	**Contact:** Gavin Wakefield **Phone:** 951-200-5758 **Fax:** **Email:** estimating@wakecoinc.com	CADIR
Wastequip Manufacturing Company LLC (24126) (Bid Location) 841 Meacham Road Statesville, North Carolina 28677 United States	**Contact:** Marya Jenkins **Phone:** 800-424-0422 **ext.** 09587 **Fax:** 833-930-1124 **Email:** bids@wastequip.com	

Waterworks Industries, Inc (372478) 930 Shiloh Rd, Bldg 38, Suite D Windsor, California 95492 United States	**Contact:** Mathais Toupin **Phone:** 707-837-7900 **Fax:** 707-837-7997 **Email:** mathais@waterworksindustries.com	
Wavcomm Inc (1319323) 1429 S Cucamonga Ave Ontario, California 91761 United States	**Contact:** Kevin Crayne **Phone:** 909-923-0852 **Fax:** **Email:** bids@wavcomm.com	WBE, CADIR
WC Construction Services (1628475) 1158 west 9th street upland, California 91786 United States	**Contact:** ALYSSA COTA **Phone:** 909-992-6837 **Fax:** **Email:** alyssa@trustwc.com	MBE, WBE
We R Builders, Inc. (1230824) 3746 Foothill Blvd. #304 Glendale, California 91214 United States	**Contact:** Nezar Alsmadi **Phone:** 714-423-3844 **Fax:** **Email:** estimates@wrbconstruction.com	CADIR
Weber's Plumbing (24136) P.O. Box 549 Winchester, California 92596 United States	**Contact:** Julie Weber **Phone:** 951-926-5452 **ext.** **Fax:** 951-926-9663 **Email:** weberplumbing@yahoo.com	CADIR, DBE, OSB
Weka Inc. (24139) 236 W. Orange Show Road Suite 114 San Bernardino, California 92408 United States	**Contact:** Jared Himle **Phone:** 909-425-8700 **Fax:** 909-425-8706 **Email:** wekainc@gmail.com	CADIR
West Coast General Group, Inc. (964441) 13700 Stowe Dr, ste 100 poway, California 92064 United States	**Contact:** Michael Charrette **Phone:** 619-561-4200 **Fax:** **Email:** mcharrette@wcggroup.com	CADIR
Western Concrete Washouts (880557) 41760 Ivy St Ste 202 Murrieta, California 92562 United States	**Contact:** Jacob Whall **Phone:** 951-553-6305 **Fax:** **Email:** jwhall@westernwashouts.com	CADIR, OSB, MIC
WESTERN PUMP, Inc. (297355) 3235 F Street San Diego, California 92102 United States	**Contact:** RyanRethmeier **Phone:** 6195782181 **Fax:** 6194870675 **Email:** ryanr@westernpump.com	
Western State Builders, Inc. (1232797) 2141 Orange Ave Escondido, California 92029 United States	**Contact:** Scott Bando **Phone:** 724-771-5548 **Fax:** **Email:** scottb@westernstatebuilder.com	OSB, CADIR, MIC

Westover Controls Corporation (24162) 2627 N. Ontario Street Burbank , California 91504 United States	**Contact:** Ron Constantino **Phone:** 818-565-0033 **ext.** **Fax:** 818-565-0039 **Email:** ronc@westover-usa.com	
WFC (24166) 620 Arrow Hwy La Vern , California 91750 United States	**Contact:** Cass Srader **Phone:** 909-599-4262 **ext.** **Fax:** 909-599-2389 **Email:** cass@wfconstruction.com	
WGJ ENTERPRISES INC. (23353) 975 W. 1st St. Azusa, California 91702 United States	**Contact:** Kenneth Ream **Phone:** 562-218-0504 **Fax:** 562-218-0634 **Email:** estimating@lineuppci.com	CADIR
White's Steel, Inc (1544810) PO Box 846 Thermal, California 92274 United States	**Contact:** E.J. Neumeyer **Phone:** 760-347-3401 **ext.** 258 **Fax:** **Email:** ej@whitessteel.com	
William Ray Dukes (225691) 168Ceres #119 Fontana, California 92335 United States	**Contact:** William Ray Dukes **Phone:** 916-708-3171 **Fax:** **Email:** wrd0225@aim.com	
Williams Scotsman (24178) 9400 Galena Street Riverside, California 92509 United States	**Contact:** Bridget Hill **Phone:** 951-681-0300 **ext.** **Fax:** 951-681-1455 **Email:** bahill@willscot.com	
Winston Engineering, Inc. (1288424) 8605 Santa Monica Blvd Ste 63454 West Hollywood, California 90069 United States	**Contact:** Sara C. Parody **Phone:** 951-902-6600 **Fax:** **Email:** Sara@winstoneng.com	OSB, DBE, MBE, CADIR, MIC
Wood Rodgers, Inc. (452998) 2251 San Diego Ave., Suite A-130 San Diego, California 92110 United States	**Contact:** Jason Roberts **Phone:** 916-440-8155 **Fax:** **Email:** rfprfq_ca@woodrodgers.com	CADIR
Woodcliff Corporation (24190) 11835 w olympic blvd 825E Los Angeles, California 90064 United States	**Contact:** Fred Nehoray **Phone:** 310-312-1400 **Fax:** 310-312-1403 **Email:** fred@woodcliff.net	Q-73
Woodland's General Contracting (1370138) 20426 E Rancho Los Cerritos Rd Covina, California 91724 United States	**Contact:** Connor Woodland **Phone:** 626-261-6367 **Fax:** **Email:** woodlandsgeneralcontracting@outlook.com	CADIR
WorleyParsons (24199) 222 E. Huntington Drive Monrovia, California 91016 United States	**Contact:** MarioBrunasso **Phone:** 626-803-9286 **ext.** **Fax:** 626-358-1286 **Email:** Mario.Brunasso@worleyparsons.com	

ws tech (242817) 1921 5th ave la, California 90018 United States	**Contact:** chris hong **Phone:** 213-254-7909 **Fax:** **Email:** sunnyroofing@gmail.com	
x-treme builders & remodeling inc. (24201) 601 n homerest west covina, California 91791 United States	**Contact:** JOSE VALENZUELA CFO **Phone:** 626-484-7631 **ext.** **Fax:** 626-784-4030 **Email:** josextremebuilders@yahoo.com	
YAKAR (24203) 689 E. Sam Bernardino Rd Covina, California 91723 United States	**Contact:** Joseph Khatib **Phone:** (909) 599 1612 **Fax:** (800) 750-9094 **Email:** joseph@yakarinc.com	
Yepiz Construction Inc. (732981) 7270 SVL Box Victorville, California 92395 United States	**Contact:** Michael Yepiz **Phone:** 818-749-3802 **Fax:** **Email:** info@yepizconstructioninc.com	
Young's Iron Works, Inc. (1067880) 9133 De Garmo Sun Valley, California 91352 United States	**Contact:** Tommy Tucker **Phone:** 818-768-3877 **ext.** 105 **Fax:** **Email:** tommy@yiw.biz	CADIR
YWR Architects (1613967) 229 S. Mission Dr San Gabriel, California 91776 United States	**Contact:** andy su **Phone:** 626-698-5696 **Fax:** **Email:** contact@ywrising.com	OSB, DBE, MBE, CADIR
YYDS Engineering Design and Construction Inc (1050770) 7566 Avocado Cove Drive Fontana, California 92336 United States	**Contact:** Bo Ying Liu **Phone:** 626-290-3357 **Fax:** **Email:** info@yyeinc.com	CADIR, DBE, OSB, MIC, FON, MBE, WBE
Z Squared Construction (413871) 750 Oak Ave. Pkwy., Suite 175 Folsom, California 95630 United States	**Contact:** Ali Malaekeh **Phone:** 916-358-9056 **Fax:** **Email:** amalaekeh@z2construction.com	
Z.A.P. Manufacturing, Inc. (24212) 12086 Charles Dr. Grass Valley, California 95945 United States	**Contact:** Tim Corkins **Phone:** 800-824-5927 **Fax:** 530-477-0751 **Email:** sales@zapmfg.com	OSB, MIC
Zara Construction Inc (1355169) 400 Capitol Mall Sacramento CA 95814 Sacramento, California 95814 United States	**Contact:** Atif Zahoor **Phone:** 650-353-8485 **Fax:** **Email:** imdad.stat@gmail.com	CADIR
zeus construction (24215) 44615 san onofre palm desert, California 92260 United States	**Contact:** dan margaretis **Phone:** 760-779-8069 **ext.** **Fax:** -- **Email:** dmargareti@aol.com	OSB

Zoa Construction Inc (24216) 2127 Cogswell Road El Monte, California 91733-3503 United States	**Contact:** Pat Duffy **Phone:** 626-444-1530 **ext.** **Fax:** 626-444-0657 **Email:** ruffy635@sbcglobal.net	
zoran construction group, inc (970112) PO Box 8308 Rancho Santa Fe, California 92067 United States	**Contact:** Zoran Djuric **Phone:** 858-746-4600 **ext.** 1001 **Fax:** **Email:** zoran@zorangroup.com	CADIR, OSB
Zusser Company, Inc (24221) 528 Palisades Drive #504 Los Angeles, California 90272 United States	**Contact:** Lara Sass **Phone:** 310-230-6808 **ext.** **Fax:** 310-230-6890 **Email:** larasass@gmail.com	OSB

07/01/2025 2:05 PM (PDT) 2 vendors notified

using Criteria Category:
90900 - Building Construction Services, New (Incl. Maintenance And Repair Services)
90922 - Building Construction, Non-Residential (Office Bldg., Etc.)
90924 - Building Construction, Commercial And Institutional
91065 - Remodeling And Alterations
91200 - Construction Services, General (Incl. Maintenance And Repair Services)
96800 - Public Works And Related Services

FGA (1633531)
8180 Woodland Blvd
Tampa, Florida 33614
United States

Contact: Jordan
Phone: 813-771-5814
Fax:
Email: JORDAN.DOUGLAS@FEDERALGOVADVISORS.COM

Plyco Corp (1633617)
4055 Riverview Drive
Jurupa Valley, California 92509
United States

Contact: Isaiah Valencia
Phone: 951-727-8200
Fax:
Email: plyco@plycocorp.com

07/08/2025 5:00 PM (PDT) 5 vendors notified

using Criteria **Category:**
90900 - Building Construction Services, New (Incl. Maintenance And Repair Services)
90922 - Building Construction, Non-Residential (Office Bldg., Etc.)
90924 - Building Construction, Commercial And Institutional
91065 - Remodeling And Alterations
91200 - Construction Services, General (Incl. Maintenance And Repair Services)
96800 - Public Works And Related Services

A-1 Concrete Cutting & Demolition (1634572)
6470 S Procyon ST A
Las Vegas, Nevada 89118
United States

Contact: Corey Anderson
Phone: 702-400-5221
Fax: 702-897-5772
Email: corey@a1concretecutting.com

DBE, CADIR

Fava Plumbing Inc (1635473)
14500 Roscoe Blvd. 4th. Floor
Panorama City, California 91402
United States

Contact: Carlos Andrade
Phone: 818-437-1055
Fax:
Email: carlos@favaplumbing.com

OSB, CADIR, MIC

LM Rasmussen Construction Inc (1635704)
1137 Alpine Heights Rd
Alpine, California 91901
United States

Contact: Lars Rasmussen
Phone: 858-335-5606
Fax:
Email: lars@lmrsandiego.com

CADIR

Sayco Builders (1635324)
31566 RAILROAD CANYON RD SUITE 2 #1414
Canyon Lake, California 92587
United States

Contact: Brandon Say
Phone: 310-803-2600
Fax:
Email: mandrews@saycobuilders.com

Vandert Construction Inc. (1635923)
12261 Barringer St
South El Monte, California 91733
United States

Contact: Kenneth Nguyen
Phone: 626-361-9039
Fax:
Email: Kennethn@vandert.com

CADIR

07/16/2025 6:15 PM (PDT) 7 vendors notified

using Criteria **Category:**
90900 - Building Construction Services, New (Incl. Maintenance And Repair Services)
90922 - Building Construction, Non-Residential (Office Bldg., Etc.)
90924 - Building Construction, Commercial And Institutional
91065 - Remodeling And Alterations
91200 - Construction Services, General (Incl. Maintenance And Repair Services)
96800 - Public Works And Related Services

Bridgerock Construction Inc. (1637879)
524 S 4th Ave.
La Puente, California 91746
United States

Contact: Austin Henig
Phone: 951-531-3007
Fax:
Email: bridgerockconstruction@yahoo.com

Grew Builders Inc. (1639118)
3108 Glendale Blvd Unit 170
Los Angeles, California 90039
United States

Contact: Cole Lopez
Phone: 661-644-6846
Fax:
Email: cole@grewbuilders.com

CADIR

Kenney and Associates (932313)
6114 La Salle Avenue, No. 590
Oakland, California 94611
United States

Contact: Summer Holder
Phone: 510-569-9994
Fax: 866-267-3952
Email: info@kenneyassociates.com

Mount transit inc (1637460)
4450 n Michigan ave
Chicago, Illinois 60604
United States

Contact: Derinda cooks
Phone: 815-246-2568
Fax:
Email: derindacooks@gmail.com

Nelson Construction (1636933)
9340 baseline rd
Rancho Cucamonga, California 91701
United States

Contact: Taylor nelson
Phone: 909-260-0038
Fax:
Email: taylor@smnelsonconstruction.com

Syska Hennessy Group (1638263)
444 S. Flower Street Suite 2000
Los Angeles, California 90071
United States

Contact: Angeline Belalcazar
Phone: 8182841796
Fax:
Email: abelalcazar@syska.com

Union Construction Company (1109348)
21217 Washington Ave. #37
Walnut, California 91789
United States

Contact: Paul Shin
Phone: 213-422-5004
Fax:
Email: unioncpc@yahoo.com

CADIR, MBE

07/16/2025 6:57 PM (PDT) No vendors notified

using Criteria Category:

90900 - Building Construction Services, New (Incl. Maintenance And Repair Services)
90922 - Building Construction, Non-Residential (Office Bldg., Etc.)
90924 - Building Construction, Commercial And Institutional
91065 - Remodeling And Alterations
91200 - Construction Services, General (Incl. Maintenance And Repair Services)
96800 - Public Works And Related Services

07/17/2025 5:46 PM (PDT) 1 vendor notified

using Criteria **Category:**

90900 - Building Construction Services, New (Incl. Maintenance And Repair Services)
90922 - Building Construction, Non-Residential (Office Bldg., Etc.)
90924 - Building Construction, Commercial And Institutional
91065 - Remodeling And Alterations
91200 - Construction Services, General (Incl. Maintenance And Repair Services)
96800 - Public Works And Related Services

JADEEX LLC (1640019)
11284 Pyrites Way
Gold River, California 95670
United States

Contact: James Minge
Phone: 916-671-5848
Fax:
Email: jminge@jade-ex.com

CADIR

07/21/2025 12:43 PM (PDT) 1 vendor notified

using Criteria Category:

90900 - Building Construction Services, New (Incl. Maintenance And Repair Services)
90922 - Building Construction, Non-Residential (Office Bldg., Etc.)
90924 - Building Construction, Commercial And Institutional
91065 - Remodeling And Alterations
91200 - Construction Services, General (Incl. Maintenance And Repair Services)
96800 - Public Works And Related Services

STS PRECISION DRYWALL, INC. (1641488)
19775 MARIPOSA AVE
RIVERSIDE, California 92508
United States

Contact: STANLEY SHINPO
Phone: 951-221-1620
Fax:
Email: STSCONST@AOL.COM

File #: 25-0534
Agenda #: I.

Agenda Date: 10/14/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Final Acceptance of Perimeter Street and Sewer Improvements for Tract No. 20382 and Perimeter Street Improvements for Tract No. 20397

RECOMMENDATION:
1. Accept as complete the perimeter street and sewer improvements for Tract No. 20382 along Foothill Boulevard, and perimeter street improvements for Tract No. 20397 along Banana Avenue.

2. Adopt **Resolution No. 2025-097,** accepting sewers in Tract No. 20382 as part of the City sewer system.

COUNCIL GOALS:
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

DISCUSSION:
MCO Development, Inc constructed street and sewer improvements for Tract No. 20382 along Foothill Boulevard and street improvements for Tract No. 20397 along Banana Avenue.

The street and sewer improvements for Tract No. 20382 and Tract No. 20397 are complete and acceptance by the City Council is required pursuant to Fontana Municipal Code, Section 26-184(b). Acceptance of the sewer system is limited to the frontage located on Foothill Boulevard. The streetlight improvements are installed by Southern California Edison (SCE) and will be an SCE facility, therefore, acceptance by the City Council is not required.

The street and sewer improvements have been completed to the satisfaction of the Department of Engineering. By accepting these subdivisions as complete, the City will be taking over the maintenance of these improvements. SCE will be taking over the maintenance of the streetlight improvements.

This action will also authorize the release of Faithful Performance Bonds, which was posted to guarantee performance of the Subdivision Agreement. It will also authorize the release of Labor and Material Bonds after six (6) months and Warranty Bonds after twelve (12) months, less the total of any claims received by this date. A bond replacement for Tract No. 20382 was approved by City

Council during the regular meeting on September 10, 2024, for the change in subdivider from MCO Development, Inc to Serena Village 206 Owner, LLC.

The street and sewer improvements have met all Conditions of Approval, and the improvements were inspected by the Department of Engineering.

Tract Map No.	Bond No.	Bond Amount	Bond Type
20382 (Foothill Boulevard)	1001187855	$49,536.63	Faithful Performance and Labor & Materials
20382 (Foothill Boulevard)	1001187855	$49,536.63	Warranty
20397 (Banana Avenue)	4461661	$29,178.90	Faithful Performance and Labor & Materials
20397 (Banana Avenue)	4461661	$29,178.90	Warranty

FISCAL IMPACT:
As part of this action to accept as complete the street and sewer improvements for Tract No. 20382 and Tract No. 20397, these subdivisions will be deemed complete and the City will take over the operation and maintenance of public streets and infrastructure. Appropriate funding for the maintenance work is included in the FY 2025-2026 budget in the Public Works & Engineering Department, under the Utilities & Streets Division.

MOTION:
Approve staff recommendation.

SUBDIVISION IMPROVEMENT AGREEMENT

Tract Map No.: 20382

THIS AGREEMENT is between the City of Fontana, a municipal corporation, County of San Bernardino, State of California ("City") and Serena Village 206 Owner, LLC ("Subdivider"):

WHEREAS, the application for tentative Tract Map No. 20382, was conditionally approved on September 21st, 2021; and

WHEREAS, Subdivider is the owner of that certain parcel of land defined by the Final Map and Subdivider proposes to do and perform certain work of improvement thereon as set forth in this agreement; and

WHEREAS, City desires to assure that the proposed improvements will be done in a good workmanlike manner and in accordance with the laws and standards now in force and effect in the City, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, Subdivider declares acknowledgement the pertinent regulations contained in the City Code and in the Subdivision Map Act (Government Code Sections 66410 to 66500) and agrees to comply therewith; and

WHEREAS, a Final Map of the subdivision, prepared in accordance with the City's Subdivision Ordinance, has been filed by Subdivider with City for approval by the City Council;

NOW THEREFORE, in consideration of the approval and acceptance of the Final Map by the City Council and the acceptance of easements therein offered for dedication for street, utility, and other public purposes and the covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. **General requirements:**

Subdivider shall, at its own cost and expense, provide all required tests, design work, equipment, materials and labor in order to complete all of the improvements as associated with the requirements per the approved project or to the satisfaction of the City Engineer of the City of Fontana. All required improvements have an estimated cost of construction totaling Forty-Nine Thousand Five Hundred Thirty-Six Dollars and Sixty-Three Cents ($ 49,536.63) as shown on Exhibit "A". Improvements are shown on approved plans on file with City Engineer.

The estimated cost of construction set forth in Exhibit "A" is for estimation purposes only, and for calculation of the amount of securities

required pursuant to the provisions of section (2), below. Subdivider's obligation to complete the improvements, or any portion of them, is not limited in any way by the estimated cost of construction, and the obligation of Subdivider's surety in connection with the securities required pursuant to the provisions of section (2), below.

2. **Security:**

Subdivider shall, at all times, guarantee its performance of this agreement by furnishing to City and maintaining good and sufficient security as required by the State Subdivision Map Act on forms approved by City for the purposes and in the amounts as follows:

a. To ensure a faithful performance of this agreement in regard to the improvements in the amount of 100% of the estimated cost of construction of the improvements; and

b. To secure payment to any contractor, sub-contractor, persons renting equipment or furnishing labor or materials for the improvements required to be constructed or installed pursuant to this agreement in the additional amount of 100% of the estimated cost of construction of the improvements; and

c. To guarantee or warranty the work done pursuant to this agreement for a period of one (1) year following acceptance thereof by City Council of the City of Fontana against any defective work or labor done or defective materials furnished in the amount of 20% of the estimated cost of construction of the improvements; and

d. To warranty the setting of required subdivision monuments within one-year following recordation of the Final Map in the amount of 100% of the estimated cost of setting subdivision monuments as shown in Exhibit "A".

e. To guarantee the landscape maintenance of all landscape improvements for a period of one year (1) year following acceptance of thereof by the City.

The securities required by this agreement shall be kept on file with the City Clerk. The terms of the security documents required by this agreement are hereby incorporated in this agreement by reference and copies attached hereto.

The security, which guarantees performance, can be released upon acceptance of the improvements by the City Council. The security which guarantees payment to contractor, sub-contractors and to persons furnishing labor, materials or equipment will be released 6 months after acceptance of the improvements by the

City Council, less the total of all claims to which the City has been given proper notice.

Securities may be released upon the final completion and acceptance of the work subject to the provisions herein. The City Council, in its absolute discretion, may release a portion of the security given for faithful performance of the improvement work as the improvement progresses upon application thereof by the Subdivider.

3. **Time of Completion:**

All of the required improvements shall be completed within 24 months from the effective date of this agreement. If the work is not completed within the specified time period because of acts of God, the public enemy, the City, or because of fire, flood, epidemic, quarantine restrictions, strikes or freight embargoes, the Subdivider shall be entitled to an extension beyond the specified time period for a period equal to the length of such delay within ten days from the beginning of such delay.

In addition to the extension for the reasons referenced in the foregoing paragraph, Subdivider may submit a written request, Exhibit "B", for a discretionary extension of the time for completion of the improvements to the City Engineer. The City Engineer may grant or reject such extension, in whole or in part or with conditions, in his sole discretion. If an extension of time is granted it shall in no way affect the validity of this contract or release the surety on the securities referenced herein.

In the event that Subdivider fails to complete the improvements within the required period or any approved extension, the City may complete the work and shall be entitled to recover the full cost and expenses thereof from Subdivider, or his surety as herein provided. If City pursues completion of the improvement work, it may require Subdivider, or his surety, to pay the City in advance, sufficient monies to cover the City's cost in completing construction of the improvements.

Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not commence running until Subdivider, or Subdivider's surety pursuant to Section 2 of this Agreement, has provided the City Engineer with written notice of Subdivider's intent to abandon or otherwise not complete the improvements.

4. **Effective Date of Agreement:**

This Agreement shall not become effective unless and until the Subdivision Map has been approved by the City Council of the City of Fontana and also accepted

the Final Map for recordation by the County Recorder of the County of San Bernardino.

5. **Utility Deposits - Statements:**

Prior to the commencement of any work to be performed within the area delineated on the Final Map, the Subdivider must file a written statement with the City Clerk and the City Engineer, signed by the Subdivider, and each public utility involved, to the effect that Subdivider has made all deposits legally required by such public utility for the connection/extension of any and all public serving utilities to be provided to or within the subdivision.

6. **Permits - Compliance with Law:**

Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses, pay all charges, fees and taxes, and give all necessary and incidental notices to the due and lawful prosecution of the work.

7. **Definition and Ownership of Improvements:**

The term "improvements" means: grading, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail upon plans, profiles and specifications which have been prepared or are now in final preparation by engineers acting for Subdivider subject to approval by the City Engineer of the City of Fontana. No work on the improvements shall be commenced until plans and/or profiles therefore have been submitted, approved and permitted by the City Engineer. All required public improvements constructed or installed pursuant to this Agreement shall become the sole exclusive property of the City, without payment therefore, upon acceptance of the improvements by the City Council.

8. **Obligations of Subdivider:**

Notwithstanding the fact that Subdivider's plans and specifications, completion of the work, and other acts are subject to approval of the City, it is understood and agreed that any approval by the City thereof shall in no way relieve Subdivider of satisfactorily performing all work on the related obligations hereunder. The construction shall be done strictly in accordance with the plans and specifications prepared by Subdivider or its engineer, and as approved by the City as being consistent with the City Code and Standards. Subdivider warrants that its plans and specifications conform as a minimum to all City codes and standards and that they are adequate to accomplish the work in a good workmanlike manner and in accordance with responsible construction practices.

9. **Superintendence by Subdivider:**

Subdivider shall personally supervise all work involved in the improvements, or shall designate a competent foreman or superintendent, satisfactory to the City Engineer, to supervise the work at all times during progress, with authority to act for Subdivider. In the event satisfactory superintendence is not being exercised by the Subdivider, the City Engineer may order suspension of all work within the subdivision until the deficiency is adequately corrected.

10. **Repair and Replacements:**

Subdivider shall replace, or have replaced, or repair, or have repaired, as the case may be, or pay to the owner the entire cost of replacement or repairs, for all survey monuments or for any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or by the City or by any public or private corporation, or by any person whomsoever or by combination of such owners. Any such repair or replacement shall be completed in a reasonable manner and subject to the approval of the City Engineer and affected property owner.

11. **Inspection by City:**

Subdivider shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops where the work is in preparation. The cost of inspections shall be paid by the Subdivider.

12. **Approval by City Engineer.**

All required improvements shall be constructed under the inspection of and subject to approval of the City Engineer. Therefore, it is mutually agreed by the parties hereto that the City Engineer shall have the right to reject any or all of the work to be performed under this contract if such work does not conform to the plans and specifications set forth herein or the City's Codes and standards. Any damage to the improvements (existing or new) that occurs during the course of work performed under this Agreement shall be repaired or replaced, by the Subdivider, to the satisfaction of the City Engineer before the final acceptance of completed work and release of security.

13. **Liability for Performance Injury or Damage:**

Neither the City nor any of its officers or agents shall be liable to Subdivider or its contractors for any error or omission arising out of or in connection with any work to be performed under this contract. Additionally, the City shall not be liable to the Subdivider or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any

cause whatsoever in, on, or about the subdivision of said land covered by this Agreement, or any part thereof.

14. **Indemnification and Release:**

Prior to the commencement of any work pursuant to this contract, Subdivider's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company (which meets with the approval of City) insuring City, its officers, agents, and employees against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending and claim arising as a result thereof. Minimum liability and property damage insurance shall not be less than $250,000 for all damages arising out of bodily injury to a death of one person and not less than $1,000,000 for all damages arising out of bodily injuries to or death of more than one person in any occurrence; and not less than $250,000 for all damages and/or destruction of property in any one occurrence and not less than $500,000 for all damages and/or destruction of property during the policy period. Such policy shall be in favor of Subdivider or its contractors and of the City, its officers, agents, and employees and shall be maintained in full force and effect during the life of this contract. The policy shall state by its terms and by an endorsement that it shall not be cancelled until City shall have had at least ninety (90) days' notice in writing of such cancellation.

The Subdivider hereby releases and agrees to indemnify and save the City harmless from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or non-performance of any of or all work to be done in and upon premises adjacent thereto pursuant to this Agreement, and also from any and all injuries to and deaths of persons and injuries to property or other interests and all claims, demands, costs, loss, damage, and liability, howsoever same may be caused and whensoever the same may appear, either directly or indirectly made or suffered by the Subdivider, the Subdivider's agents, employees, and sub-contractors, while engaged in the performance if the work.

15. **Liability of Subdivider:**

The Subdivider agrees that the use for any purpose and by any person of any and all of the streets, easements and improvements herein specified shall be at the sole and exclusive risk of the Subdivider at all times prior to final acceptance by the City of the completed street and other improvements thereon and therein; provided that acceptance by the City shall in no way eliminate or lessen any of Subdivider's obligations or undertakings contained in this Agreement. The issuance of any occupancy permits (if granted) by the City for buildings located within the subdivision shall not be construed in any manner to constitute an

acceptance and approval of any or all of the required improvements in said subdivision.

16. **Relationship of Contractors:**

It is hereby mutually covenanted and agreed by the parties hereto that Subdivider's contractors are not agents of the City, if any, are those of independent contractors.

17. **Repair or Reconstruction of Defective Work:**

If, within a period of up to one year after City Council acceptance of the improvement work performed under this Agreement, any of the improvements for work done under this Agreement fails to fulfill any of the requirements of this Agreement, or the specifications referred to herein, Subdivider shall without delay and without any cost to the City (upon receipt of written notice from the City), repair or replace or reconstruct any defective of otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, City may, at its own option, make the necessary repairs or replacements or perform the necessary work and offset that amount against any security pledged by Subdivider for faithful performance, labor and materials, or warranty obligations under this agreement.

18. **Warranty:**

Without limiting the foregoing, Subdivider warrants and guarantees: materials used and workmanship performed on said work for a period of one (1) year after completion and acceptance thereof by the City, and the setting of all required Final Map monuments.

19. **Assignment:**

This agreement shall not be assignable by Subdivider without written consent of City.

IN WITNESS WHEREOF, this agreement shall for all purposes be deemed an original thereof, having been duly executed by the Subdivider herein named on the _____day of _____, 20_____ being duly signed by its undersigned representative(s) pursuant to authority of its governing body.

SUBDIVIDER

By: Serena Village 206 Owner, LLC

By: BrightSky Residential, LLC
its Authorized Agent

_____

Name Sondra Harris

SVP

Title

By:_____

_____

Name

_____

Title

CITY OF FONTANA

By:_____
City Manager

Matthew C. Ballantyne

Print Name

Attest:_____
City Clerk

Germaine Key

Print Name

APPROVED AS TO FORM:

By:_____
Best Best & Krieger LLP
City Attorney

Ruben Duran

Print Name

APPROVED AS TO CONTENT:

By:_____
City Engineer

Gia Kim

Print Name

Attachments: (1) Exhibit "A" – Cost Estimate
(2) Exhibit "B" – Time Extension
(3) Securities

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 Orange)

On June 17, 2024 before me, Stephanie Rossi, Notary Public
(insert name and title of the officer)

personally appeared Sondra Harris,
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 Stephanie Rossi (Seal)

RRS2 STEPHANIE ROSSI COMM. # 2364235 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY MY COMM. EXP. JULY 5, 2025 RRS2

DocuSign Envelope ID: D9A8DFF7-3730-40A4-A01D-6C0669326CAD

CITY OF FONTANA
ENGINEERING
☐ PRELIMINARILY APPROVED
☐ CONSTRUCTION APPROVED
☑ FINAL APPROVED
☐ CORRECTIONS
☐ FOR INFORMATION ONLY
BY Henry Pham DATE 2/17/2022

STAFF USE ONLY
ENGINEERING PC NO.
ELPC21-000063

CITY OF FONTANA
ENGINEERING DEPARTMENT
COST ESTIMATE - EXHIBIT "A"

DATE: 11/17/2021
DEVELOPER Inland Senior Development, LLC
ENGINEER MFKessler
PHONE NO. (949) 339-5332

PROJECT NAME Serena Village
TRACT MAP NO. 20382
PARCEL MAP NO. _____

STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
6" CURB & GUTTER		L.F.	17.00	
8" CURB & GUTTER	64	L.F.	19.00	1,216
8" THICK CROSS GUTTER		S.F.	11.00	
4" SIDEWALK	2440	S.F.	7.00	17,080
ACCESS RAMP		EA	5,000.00	
DRIVEWAY APPROACHES	550	S.F.	11.00	6,050
ASPHALT CONCRETE DIKES		L.F.	11.00	
FOG SEAL		S.F.	.10	
IMPORTED EMBANKMENT		C.Y.	10.00	
PREPARATION OF SUBGRADE	295	S.F.	.50	148
*A.C.	7.95	TON	150.00	1,192.5
*A.C. OVERLAY(0.20 THICKNESS) PER CITY STANDARD	22.2	TON	150.00	3,330
**PCC CURB ONLY (MEDIAN)		L.F.	16.00	
ADJUST SEWER MANHOLE TO GRADE		EA	500.00	
ADJUST SEWER CLEAN OUT TO GRADE		EA	300.00	
ADJUST WATER VALVES TO GRADE		EA	250.00	
BARRICADES		L.F.	40.00	
2 X 4 REDWOOD HEADER		L.F.	5.00	
*REMOVAL OF A.C. PAVEMENT	505	S.F.	.66	333.3
**REMOVAL OF P.C.C. CURB		L.F.	6.00	
*REMOVAL OF A.C. BERM		L.F.	5.00	
RETAINING WALL H=2 1/2 FT. OR LESS		L.F.	40.00	
BLOCK WALL H=6 FEET		L.F.	50.00	
AGGREGATE BASE		TON	30.00	
GUARD POSTS		EA	70.00	
GUARD PANEL (WOOD)		L.F.	40.00	
SAWCUT	64	L.F.	3.50	224
REFLECTORS AND POSTS		EA	100.00	
STREET SIGNS		EA	250.00	
_____		EA	_____	
_____		EA	_____	
_____		EA	_____	
_____		EA	_____	

STREET IMPROVEMENT SUBTOTAL $29,573.8

* A.C. ASPHALTIC CONCRETE
** P.C.C. PORTLAND CONCRETE CEMENT

STORM DRAIN IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
* 18" RCP		L.F.	90.00	
* 24" RCP		L.F.	110.00	
* 30" RCP		L.F.	250.00	
* 36" RCP		L.F.	250.00	
* 42" RCP		L.F.	250.00	
* 48" RCP		L.F.	260.00	
* 54" RCP		L.F.	280.00	
* 60" RCP		L.F.	300.00	
* 66" RCP		L.F.	320.00	
* 78" RCP		L.F.	340.00	
* 24" CMP		L.F.	90.00	
* 60" CMP		L.F.	320.00	
CATCH BASIN/CURB INLET:				
W=7		EA	4,000.00	
W=10		EA	4,500.00	
W=14		EA	6,000.00	
W=21		EA	11,000.00	
W=28		EA	14,000.00	
JUNCTION STRUCTURE		EA	3,200.00	
TRAFFIC TYPE JUNCTION STRUCTURE		EA	2,800.00	
DISCHARGE STRUCTURE		EA	2,800.00	
MANHOLES		EA	2,500.00	
LOCAL DEPRESSION		EA	1,250.00	
GRATE INLET STRUCTURE		EA	2,100.00	
		EA		
		EA		
		EA		

STORM DRAIN IMPROVEMENT SUBTOTAL _____

* REINFORCED CONCRETE PIPE

SANITARY SEWER IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
MANHOLES 60" DIAMETER		EA	4,500.00	
MANHOLES 48" DIAMETER	1	EA	4,000.00	4,000
DROP MANHOLES		EA	4,500.00	
WYES		EA	100.00	
CLEANOUTS	1	EA	600.00	600
REMODELING OF EXISTING MANHOLE		EA	950.00	
** 4" VCP		L.F.	50.00	
** 6" VCP		L.F.	60.00	
** 8" VCP	36	L.F.	70.00	2,520
** 10" VCP		L.F.	80.00	
** 12" VCP		L.F.	90.00	
** 15" VCP		L.F.	100.00	
		L.F.		
		L.F.		

SANITARY SEWER IMPROVEMENT SUBTOTAL 7,120

** VITRIFIED CLAY PIPE

TRAFFIC SIGNALS/SIGN/STRIPING

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TRAFFIC SIGNAL MODIFICATION:				
ONE CORNER		L.S.	75,000.00	
TWO CORNERS		L.S.	100,000.00	
TRAFFIC SIGNAL NEW		L.S.	250,000.00	
PAINT TRAFFIC STRIPE(1 COAT)		L.F.	2.40	
PAINT TRAFFIC STRIPE(2 COATS)		L.F.	.65	
PEDESTRIAN CROSSWALK STRIPING		L.F.	.65	
PAVEMENT MARKER (NON REFLECTIVE)		EA	2.50	
PAVEMENT MARKER (REFLECTIVE)		EA	4.00	
REFLECTORS AND POSTS		EA	100.00	
STREET SIGNS		EA	250.00	
		EA		
		EA		

TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL _____

CFD LANDSCAPE IMPROVEMENTS (BONDING PURPOSES ONLY)

AREA LANDSCAPED	_____	S.F.	$12.00	
CENTER MEDIAN	_____	S.F.	$12.00	

LANDSCAPING IMPROVEMENTS SUBTOTAL _____

SUBTOTALS:

STREET IMPROVEMENT SUBTOTAL..... $29,573.8

STORM DRAIN IMPROVEMENTS SUBTOTAL.....

SANITARY SEWER IMPROVEMENTS SUBTOTAL..... $7,120

TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL.....

IMPROVEMENT SUBTOTAL $36,693.8

*(*USE THIS TOTAL FOR PLAN CHECK & PERMITTING PURPOSES*)*

CFD LANDSCAPE IMPROVEMENTS .....

SUBDIVISION MONUMENT GUARANTEE $1,200 + $50/LOT ...

STREET LIGHTS _____ **@ $5,000** .....

CUCAMONGA COUNTY WATER DISTRICT FACILITIES.....

CITY OF FONTANA
ENGINEERING
☐ PRELIMINARILY APPROVED
☐ CONSTRUCTION APPROVED
☑ FINAL APPROVED
☐ CORRECTIONS
☐ FOR INFORMATION ONLY
BY Henry Pham DATE 2/17/2022

IMPROVEMENT SUBTOTAL....

ADD 35%..... $12,842.83

BONDING TOTAL..... $49,536.63

DocuSign Envelope ID: D9A8DFF7-3730-40A4-A01D-6C0669326CAD

APPROVED PUBLIC IMPROVEMENT PLANS:

STREET IMP. DWG. NO. 6161

STREET LIGHT DWG. NO. 6162

SEWER IMP. DWG. NO. _____

STORM DRAIN IMP. DWG. NO. _____

TRAFFIC SIGNAL DWG. NO. _____

SIGNING & STRIPING DWG. NO. _____

Executed in Triplicate

GENERAL SURETY RIDER

To be attached and form a part of

Bond No.	1001187855
For	Street Improvements - Serena Village Tract No. 20382
Dated effective	12/29/2023 (MONTH, DAY, YEAR)
Executed by	Serena Village 206, LLC, as Principal, (PRINCIPAL)
And by	U.S. Specialty Insurance Company, as Surety, (SURETY)
And in favor of	City of Fontana (OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	TO
Principal Name	Serena Village 206, LLC	Serena Village 206 Owner, LLC

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective 12/29/2023

(MONTH, DAY, YEAR)

Signed and Sealed 05/22/2024

(MONTH, DAY, YEAR)

Serena Village 206 Owner, LLC
PRINCIPAL

BY Brightsky Residential LLC, agent
, SVP

TITLE

U.S. Specialty Insurance Company
SURETY

BY M Barreras

Martha Barreras, ATTORNEY-IN-FACT

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 Orange)

On June 17, 2024 before me, Stephanie Rossi, Notary Public
(insert name and title of the officer)

personally appeared Sondra Harris,
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 Stephanie Rossi (Seal)

RRS2 STEPHANIE ROSSI COMM. # 2364235 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY MY COMM. EXP. JULY 5, 2025 RRS2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California
County of Orange

On MAY 22 2024, before me, Albert Melendez, Notary Public,

personally appeared Martha Barreras

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 State of California that the foregoing paragraph is true and correct.

ALBERT MELENDEZ
Notary Public - California
Orange County
Commission # 2391461
My Comm. Expires Jan 23, 2026

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

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.

Description of attached document

Title or type of document: _____

_____

_____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Martha Barreras

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on its behalf:

Surety Bond Number: **1001187855** Amount of Bond: See Bond Form
Principal: **Serena Village 206 Owner, LLC**
Obligee: **City of Fontana**

This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April, 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING OMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles SS:

By: _____
Daniel P. Aguilar, Vice President

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.

On this 18th day of April, 2022 before me, Sonia O. Carrejo, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2398710
My Comm. Expires Apr 23, 2026

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 22nd day of May, 2024.

Corporate Seals

_____
Kio Lo, Assistant Secretary

To Supersede SureTec Insurance Bond No. 4451215

Issued in Triplicate

Bond No. 1001187855
Premium $ 495.00 / Annually

SECURITY BOND FOR FAITHFUL PERFORMANCE OF SUBDIVISION AGREEMENT

Tract Map No.: 20382

WHEREAS, the City Council of the City of Fontana, State of California, and, Serena Village 206, LLC ("Principal") have entered into an agreement dated _____(the "Agreement") which is incorporated herein by reference, in which Principal has agreed to construct, install and complete certain designated public improvements; and

WHEREAS, under the terms of the Agreement, Principal is required to file before commencing work a good and sufficient payment bond with the City of Fontana to secure faithful performance of the terms of the Agreement.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held and firmly bound unto the City of Fontana in the sum of Forty-nine Thousand Five Hundred Thirty-six 63/100 ($ 49,536.63), to assure faithful performance of all terms and conditions of the Agreement.

This bond shall be and remain in full force and effect, and shall indemnify and hold harmless the City of Fontana, its officers, agents and employees until all terms, covenants, provisions and conditions of the Agreement, and any agreed upon alterations or additions thereto, are fully and well met and performed by the Principal, his or its heirs, executors, administrators, successors or assigns, to the satisfaction of the City of Fontana in the time and manner specified in the Agreement. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

As part of the obligation secured hereby, Principal shall pay, in addition to the face amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City of Fontana in successfully enforcing such obligation, as may be awarded by a court of competent jurisdiction in any judgement upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

IN WITNESS WHEREOF, this instrument, for all purposes as deemed an original, having been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 29th day of December ,2023.

Serena Village 206, LLC

PRINCIPAL

By: Brightsky Residential, LLC
its Authorized Agent

Sondra Harris, Senior VP

(NOTARIZATION AND SEAL)

U.S. Specialty Insurance Company

SURETY

Albert Melendez, Attorney-In-Fact

(NOTARIZATION AND SEAL)

NOTE: Please Attach Notary Acknowledgement and Power of Attorney.

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 Orange)

On May 15, 2024 before me, Stephanie Rossi, Notary Public
(insert name and title of the officer)

personally appeared Sondra Harris,
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 Stephanie Rossi (Seal)

RRS2 STEPHANIE ROSSI COMM. # 2364235 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY MY COMM. EXP. JULY 5, 2025 RRS2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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 Orange)

On DEC 29 2023 (Date) before me, Melissa A. Lopez, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Albert Melendez (Name(s) of Signer(s)),

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 _____ (Signature of Notary Public)

MELISSA A. LOPEZ
Notary Public - California
Orange County
Commission # 2363055
My Comm. Expires Jun 28, 2025

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Erik Johansson, Frances Lefler, James W. Johnson, Jennifer Anaya, Melissa Lopez,
Christina Johnson or Christina Rogers of Tustin, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ****** Thirty Million and 00/100 ****** Dollars (***$30,000,000.00***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

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

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2320307
My Comm. Expires Jan 31, 2024

WITNESS my hand and official seal.

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 29th day of December, 2023.

Corporate Seals
Bond No. 1001187855

Agency No. 19261 - PDF POA

_____
Kio Lo, Assistant Secretary

TOKIO MARINE HCC

Surety Group
801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

SURETY BOND SEAL ADDENDUM

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Due to logistical issues associated with the use of traditional seals during this COVID-19 pandemic, American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, (individually, the "Company" and collectively, the "Companies") have authorized its Attorneys-in-Fact to affix the Companies' corporate seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by its Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1st day of April 2020.

American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company



By: Frank Mester
Frank Mester, Vice President

Bond validation available at tmhcc.com/surety

To Supersede SureTec Insurance Bond No. 4451215

Issued in Triplicate

Bond No. 1001187855

Premium $ Included with Performance Bond

SECURITY BOND FOR LABOR AND MATERIALS OF SUBDIVISION AGREEMENT

Tract Map No.: 20382

WHEREAS, the City Council of the City of Fontana, State of California, and Serena Village 206, LLC ("Principal") have entered into an agreement dated _____, (the "Agreement") which is incorporated herein by reference, in which Principal has agreed to construct, install and completed certain designated public improvements; and

WHEREAS, under the terms of the Agreement, Principal is required to file before commencing work a good and sufficient payment bond with the City of Fontana to secure the claims allowed in California Civil Code Sections 3082 et seq.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held firmly bound unto the City of Fontana and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the above referenced sections of the Code of Civil Procedure in the sum of Forty-nine Thousand Five Hundred Thirty-six 63/100 ($ 49,536.63) materials furnished or labor performed of any kind under the Agreement, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the sum in an amount not exceeding this amount herein set forth above, and in the event legal action is brought upon this bond, the surety will pay, in addition to the face amount of this bond, such costs and reasonable expenses and fees, including reasonable attorney's fees, incurred in successfully enforcing this obligation, as may be awarded and fixed by a court of competent jurisdiction in any judgement entered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of all persons, companies, and corporations entitled to file claims pursuant to Section 3082 et sec. of the California Civil Code.

This bond shall be and remain in full force and effect until all terms and conditions of the Agreement are fully met and performed by the Principal, his or its heirs, executors, administrators, successors or assigns, to the satisfaction of the City of Fontana. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

The surety hereby stipulates and agrees that no change, extension of time, alteration to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

IN WITNESS WHEREOF, this instrument, for all purposes be deemed an original having been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 29th day of December, 20 23.

Serena Village 206, LLC

PRINCIPAL

By: BrightSky Residential, LLC
its Authorized Agent

Sondra Harris, SVP

(NOTARIZATION AND SEAL)

U.S. Specialty Insurance Company

SURETY

Albert Melendez, Attorney-In-Fact

(NOTARIZATION AND SEAL)

NOTE: Please Attached Notary Acknowledgement and Power of Attorney

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 Orange)

On May 15, 2024 before me, Stephanie Rossi, Notary Public
(insert name and title of the officer)

personally appeared Sondra Harris,
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.

RRS2 STEPHANIE ROSSI COMM. # 2364235 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY MY COMM. EXP. JULY 5, 2025 RRS2

Signature Stephanie Rossi (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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 Orange)

On DEC 29 2023 before me, Melissa A. Lopez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Albert Melendez
Name(s) of Signer(s)

,

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.

MELISSA A. LOPEZ
Notary Public - California
Orange County
Commission # 2363055
My Comm. Expires Jun 28, 2025

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Erik Johansson, Frances Lefler, James W. Johnson, Jennifer Anaya, Melissa Lopez,
Christina Johnson or Christina Rogers of Tustin, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ****** Thirty Million and 00/100 ****** Dollars (***$30,000,000.00***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

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

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2320307
My Comm. Expires Jan 31, 2024

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 29th day of December, 2023.

Corporate Seals
Bond No. 1001187855

Agency No. 19261 - PDF POA

_____
Kio Lo, Assistant Secretary

TOKIO MARINE HCC

Surety Group
801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

SURETY BOND SEAL ADDENDUM

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Due to logistical issues associated with the use of traditional seals during this COVID-19 pandemic, American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, (individually, the "Company" and collectively, the "Companies") have authorized its Attorneys-in-Fact to affix the Companies' corporate seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by its Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1st day of April 2020.

American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company

By: Frank Mester
Frank Mester, Vice President

To Supersede SureTec Insurance Bond No. 4451215

Issued in Triplicate

Bond No. 1001187855
Premium $ Included with Performance Bond

SUBDIVISION WARRANTY OBLIGATION BOND

Tract Map No.: 20382

WHEREAS, The City Council of the City of Fontana, State of California, and, Serena Village 206, LLC ("Principal") have entered into an agreement dated _____(the "Agreement") which is incorporated herein by referenced, in which Principal has agreed to warrant and guarantee the installation and maintenance of certain designated public improvements; and

WHEREAS, under the terms of the Agreement, Principal is required **to file before acceptance of improvements** by the City of Fontana a good and sufficient payment bond with the City of Fontana to secure the performance of its warranty and guarantee obligation under the Agreement.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held firmly bound unto the City of Fontana in the sum of Nine Thousand Nine Hundred Seven Dollars and 33/100 ($ 9,907.33) to secure the warranty and guarantee of Principal against any defective work or labor or material furnished in connection with the installation and maintenance of the public improvements required by the Agreement.

This bond shall be and remain in full force and effect, and shall indemnify and hold harmless the City of Fontana, its officers, agents and employees until all warranty or guarantee time periods required under the Agreement following performance of all terms, covenants, provisions and conditions of the Agreement, and any agreed upon alterations or additions thereto have expired as to the Principal, his or its heirs, executors, administrators, successors or assigns. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

As a part of the obligation secured hereby, Principal shall pay, in addition to the face amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's fees incurred by the City of Fontana in successfully enforcing this obligation, as may be awarded by a court of competent jurisdiction in any judgement upon this bond.

The surety hereby stipulates and agrees that no change, extension or time, alteration or addition to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

IN WITNESS WHEREOF, this instrument, for all purposes be deemed an original, having been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 29th day of December, 20 23.

Serena Village 206, LLC
PRINCIPAL
By: Bright Sky Residential, LLC
its Authorized Agent
Sondra Harris, SVP
(NOTARIZATION AND SEAL)

U.S. Specialty Insurance Company
SURETY

Albert Melendez, Attorney-In-Fact
(NOTARIZATION AND SEAL)

NOTE: Please Attached Notary Acknowledgement and Power of Attorney

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 Orange)

On May 15, 2024 before me, Stephanie Rossi, Notary Public
(insert name and title of the officer)

personally appeared Sondra Harris,
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 Stephanie Rossi (Seal)

RRS2 STEPHANIE ROSSI COMM. # 2364235 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY MY COMM. EXP. JULY 5, 2025 RRS2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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 Orange)

On DEC 29 2023 before me, Melissa A. Lopez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Albert Melendez
Name(s) of Signer(s)

,

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.

MELISSA A. LOPEZ
Notary Public - California
Orange County
Commission # 2363055
My Comm. Expires Jun 26, 2025

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Erik Johansson, Frances Lefler, James W. Johnson, Jennifer Anaya, Melissa Lopez,
Christina Johnson or Christina Rogers of Tustin, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ****** Thirty Million and 00/100 ****** Dollars (***$30,000,000.00***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

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

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2320307
My Comm. Expires Jan 31, 2024

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 29th day of December, 2023.

Corporate Seals
Bond No. 1001187855

Agency No. 19261 - PDF POA

_____
Kio Lo, Assistant Secretary

TOKIO MARINE HCC

Surety Group
801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

SURETY BOND SEAL ADDENDUM

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Due to logistical issues associated with the use of traditional seals during this COVID-19 pandemic, American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, (individually, the "Company" and collectively, the "Companies") have authorized its Attorneys-in-Fact to affix the Companies' corporate seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by its Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1st day of April 2020.

American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company



By: Frank Mester

Frank Mester, Vice President

Bond validation available at tmhcc.com/surety

8353 Sierra Avenue
Fontana, CA 92335

City of Fontana

Action Report

City Council Meeting

File #: 21-3230
Agenda #: M.

Agenda Date: 9/10/2024
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve Security Substitution for Tract No. 20382, located south of Foothill Boulevard and west of Banana Avenue, for Serena Village 206 Owner, LLC.

RECOMMENDATION:
Approve security substitution for infrastructure improvements of Tract No. 20382 and authorize the City Manager to enter into a Subdivision Improvement Agreement with Serena Village 206 Owner, LLC for construction of infrastructure improvements.

COUNCIL GOALS:

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

DISCUSSION:
Tentative Tract No. 20382, located south of Foothill Boulevard and west of Banana Avenue, was approved by Planning Commission on September 21, 2021. The final tract map for Tract No. 20382 was recorded on October 19, 2022. As a requirement of the project, the developer was conditioned to build the infrastructure improvements to support the development of Tract No. 20382. Inland Senior Development, LLC posted a Subdivision Improvement Agreement and Securities for infrastructure improvements on September 29, 2022. Recently, Serena Village 206 Owner, LLC purchased the development from Inland Senior Development, LLC and has posted a Subdivision Improvement Agreement and Securities in the amount of $49,536.63 to complete the required infrastructure improvements. Therefore, this action will allow the securities from Serena Village 206 Owner, LLC to replace securities from Inland Senior Development, LLC, which will be released. The requirements for the development of the subdivision have not changed.

FISCAL IMPACT:
There is no fiscal impact associated with the approval of this item.

MOTION:
Approve staff recommendation.

DocuSign Envelope ID: 358F0A63-AAFB-412A-AC5D-93F196533708

SUBDIVISION IMPROVEMENT AGREEMENT

Tract Map No.: 20397

THIS AGREEMENT is between the City of Fontana, a municipal corporation, County of San Bernardino, State of California ("City") and Inland Senior Development LLC ("Subdivider"):

WHEREAS, the application for tentative Tract Map No. 20397, was conditionally approved on August 16th, 2022; and

WHEREAS, Subdivider is the owner of that certain parcel of land defined by the Final Map and Subdivider proposes to do and perform certain work of improvement thereon as set forth in this agreement; and

WHEREAS, City desires to assure that the proposed improvements will be done in a good workmanlike manner and in accordance with the laws and standards now in force and effect in the City, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, Subdivider declares acknowledgement the pertinent regulations contained in the City Code and in the Subdivision Map Act (Government Code Sections 66410 to 66500) and agrees to comply therewith; and

WHEREAS, a Final Map of the subdivision, prepared in accordance with the City's Subdivision Ordinance, has been filed by Subdivider with City for approval by the City Council;

NOW THEREFORE, in consideration of the approval and acceptance of the Final Map by the City Council and the acceptance of easements therein offered for dedication for street, utility, and other public purposes and the covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. **General requirements:**

Subdivider shall, at its own cost and expense, provide all required tests, design work, equipment, materials and labor in order to complete all of the improvements as associated with the requirements per the approved project or to the satisfaction of the City Engineer of the City of Fontana. All required improvements have an estimated cost of construction totaling Twenty Nine Thousand One Hundred Seventy Eight Dollars and 99/100 ($29,178.90) as shown on Exhibit "A". Improvements are shown on approved plans on file with City Engineer.

The estimated cost of construction set forth in Exhibit “A” is for estimation purposes only, and for calculation of the amount of securities

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required pursuant to the provisions of section (2), below. Subdivider's obligation to complete the improvements, or any portion of them, is not limited in any way by the estimated cost of construction, and the obligation of Subdivider's surety in connection with the securities required pursuant to the provisions of section (2), below.

2. **Security:**

Subdivider shall, at all times, guarantee its performance of this agreement by furnishing to City and maintaining good and sufficient security as required by the State Subdivision Map Act on forms approved by City for the purposes and in the amounts as follows:

a. To ensure a faithful performance of this agreement in regard to the improvements in the amount of 100% of the estimated cost of construction of the improvements; and

b. To secure payment to any contractor, sub-contractor, persons renting equipment or furnishing labor or materials for the improvements required to be constructed or installed pursuant to this agreement in the additional amount of 100% of the estimated cost of construction of the improvements; and

c. To guarantee or warranty the work done pursuant to this agreement for a period of one (1) year following acceptance thereof by City Council of the City of Fontana against any defective work or labor done or defective materials furnished in the amount of 20% of the estimated cost of construction of the improvements; and

d. To warranty the setting of required subdivision monuments within one-year following recordation of the Final Map in the amount of 100% of the estimated cost of setting subdivision monuments as shown in Exhibit "A".

e. To guarantee the landscape maintenance of all landscape improvements for a period of one year (1) year following acceptance of thereof by the City.

The securities required by this agreement shall be kept on file with the City Clerk. The terms of the security documents required by this agreement are hereby incorporated in this agreement by reference and copies attached hereto.

The security, which guarantees performance, can be released upon acceptance of the improvements by the City Council. The security which guarantees payment to contractor, sub-contractors and to persons furnishing labor, materials or equipment will be released 6 months after acceptance of the improvements by the

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City Council, less the total of all claims to which the City has been given proper notice.

Securities may be released upon the final completion and acceptance of the work subject to the provisions herein. The City Council, in its absolute discretion, may release a portion of the security given for faithful performance of the improvement work as the improvement progresses upon application thereof by the Subdivider.

3. **Time of Completion:**

All of the required improvements shall be completed within 24 months from the effective date of this agreement. If the work is not completed within the specified time period because of acts of God, the public enemy, the City, or because of fire, flood, epidemic, quarantine restrictions, strikes or freight embargoes, the Subdivider shall be entitled to an extension beyond the specified time period for a period equal to the length of such delay within ten days from the beginning of such delay.

In addition to the extension for the reasons referenced in the foregoing paragraph, Subdivider may submit a written request, Exhibit "B", for a discretionary extension of the time for completion of the improvements to the City Engineer. The City Engineer may grant or reject such extension, in whole or in part or with conditions, in his sole discretion. If an extension of time is granted it shall in no way affect the validity of this contract or release the surety on the securities referenced herein.

In the event that Subdivider fails to complete the improvements within the required period or any approved extension, the City may complete the work and shall be entitled to recover the full cost and expenses thereof from Subdivider, or his surety as herein provided. If City pursues completion of the improvement work, it may require Subdivider, or his surety, to pay the City in advance, sufficient monies to cover the City's cost in completing construction of the improvements.

Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not commence running until Subdivider, or Subdivider's surety pursuant to Section 2 of this Agreement, has provided the City Engineer with written notice of Subdivider's intent to abandon or otherwise not complete the improvements.

4. **Effective Date of Agreement:**

This Agreement shall not become effective unless and until the Subdivision Map has been approved by the City Council of the City of Fontana and also accepted

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the Final Map for recordation by the County Recorder of the County of San Bernardino.

5. **Utility Deposits - Statements:**

Prior to the commencement of any work to be performed within the area delineated on the Final Map, the Subdivider must file a written statement with the City Clerk and the City Engineer, signed by the Subdivider, and each public utility involved, to the effect that Subdivider has made all deposits legally required by such public utility for the connection/extension of any and all public serving utilities to be provided to or within the subdivision.

6. **Permits - Compliance with Law:**

Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses, pay all charges, fees and taxes, and give all necessary and incidental notices to the due and lawful prosecution of the work.

7. **Definition and Ownership of Improvements:**

The term "improvements" means: grading, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail upon plans, profiles and specifications which have been prepared or are now in final preparation by engineers acting for Subdivider subject to approval by the City Engineer of the City of Fontana. No work on the improvements shall be commenced until plans and/or profiles therefore have been submitted, approved and permitted by the City Engineer. All required public improvements constructed or installed pursuant to this Agreement shall become the sole exclusive property of the City, without payment therefore, upon acceptance of the improvements by the City Council.

8. **Obligations of Subdivider:**

Notwithstanding the fact that Subdivider's plans and specifications, completion of the work, and other acts are subject to approval of the City, it is understood and agreed that any approval by the City thereof shall in no way relieve Subdivider of satisfactorily performing all work on the related obligations hereunder. The construction shall be done strictly in accordance with the plans and specifications prepared by Subdivider or its engineer, and as approved by the City as being consistent with the City Code and Standards. Subdivider warrants that its plans and specifications conform as a minimum to all City codes and standards and that they are adequate to accomplish the work in a good workmanlike manner and in accordance with responsible construction practices.

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9. **Superintendence by Subdivider:**

Subdivider shall personally supervise all work involved in the improvements, or shall designate a competent foreman or superintendent, satisfactory to the City Engineer, to supervise the work at all times during progress, with authority to act for Subdivider. In the event satisfactory superintendence is not being exercised by the Subdivider, the City Engineer may order suspension of all work within the subdivision until the deficiency is adequately corrected.

10. **Repair and Replacements:**

Subdivider shall replace, or have replaced, or repair, or have repaired, as the case may be, or pay to the owner the entire cost of replacement or repairs, for all survey monuments or for any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or by the City or by any public or private corporation, or by any person whomsoever or by combination of such owners. Any such repair or replacement shall be completed in a reasonable manner and subject to the approval of the City Engineer and affected property owner.

11. **Inspection by City:**

Subdivider shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops where the work is in preparation. The cost of inspections shall be paid by the Subdivider.

12. **Approval by City Engineer.**

All required improvements shall be constructed under the inspection of and subject to approval of the City Engineer. Therefore, it is mutually agreed by the parties hereto that the City Engineer shall have the right to reject any or all of the work to be performed under this contract if such work does not conform to the plans and specifications set forth herein or the City's Codes and standards. Any damage to the improvements (existing or new) that occurs during the course of work performed under this Agreement shall be repaired or replaced, by the Subdivider, to the satisfaction of the City Engineer before the final acceptance of completed work and release of security.

13. **Liability for Performance Injury or Damage:**

Neither the City nor any of its officers or agents shall be liable to Subdivider or its contractors for any error or omission arising out of or in connection with any work to be performed under this contract. Additionally, the City shall not be liable to the Subdivider or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any

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cause whatsoever in, on, or about the subdivision of said land covered by this Agreement, or any part thereof.

14. **Indemnification and Release:**

Prior to the commencement of any work pursuant to this contract, Subdivider's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company (which meets with the approval of City) insuring City, its officers, agents, and employees against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending and claim arising as a result thereof. Minimum liability and property damage insurance shall not be less than $250,000 for all damages arising out of bodily injury to a death of one person and not less than $1,000,000 for all damages arising out of bodily injuries to or death of more than one person in any occurrence; and not less than $250,000 for all damages and/or destruction of property in any one occurrence and not less than $500,000 for all damages and/or destruction of property during the policy period. Such policy shall be in favor of Subdivider or its contractors and of the City, its officers, agents, and employees and shall be maintained in full force and effect during the life of this contract. The policy shall state by its terms and by an endorsement that it shall not be cancelled until City shall have had at least ninety (90) days' notice in writing of such cancellation.

The Subdivider hereby releases and agrees to indemnify and save the City harmless from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or non-performance of any of or all work to be done in and upon premises adjacent thereto pursuant to this Agreement, and also from any and all injuries to and deaths of persons and injuries to property or other interests and all claims, demands, costs, loss, damage, and liability, howsoever same may be caused and whensoever the same may appear, either directly or indirectly made or suffered by the Subdivider, the Subdivider's agents, employees, and sub-contractors, while engaged in the performance if the work.

15. **Liability of Subdivider:**

The Subdivider agrees that the use for any purpose and by any person of any and all of the streets, easements and improvements herein specified shall be at the sole and exclusive risk of the Subdivider at all times prior to final acceptance by the City of the completed street and other improvements thereon and therein; provided that acceptance by the City shall in no way eliminate or lessen any of Subdivider's obligations or undertakings contained in this Agreement. The issuance of any occupancy permits (if granted) by the City for buildings located within the subdivision shall not be construed in any manner to constitute an

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acceptance and approval of any or all of the required improvements in said subdivision.

16. **Relationship of Contractors:**

It is hereby mutually covenanted and agreed by the parties hereto that Subdivider's contractors are not agents of the City, if any, are those of independent contractors.

17. **Repair or Reconstruction of Defective Work:**

If, within a period of up to one year after City Council acceptance of the improvement work performed under this Agreement, any of the improvements for work done under this Agreement fails to fulfill any of the requirements of this Agreement, or the specifications referred to herein, Subdivider shall without delay and without any cost to the City (upon receipt of written notice from the City), repair or replace or reconstruct any defective of otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, City may, at its own option, make the necessary repairs or replacements or perform the necessary work and offset that amount against any security pledged by Subdivider for faithful performance, labor and materials, or warranty obligations under this agreement.

18. **Warranty:**

Without limiting the foregoing, Subdivider warrants and guarantees: materials used and workmanship performed on said work for a period of one (1) year after completion and acceptance thereof by the City, and the setting of all required Final Map monuments.

19. **Assignment:**

This agreement shall not be assignable by Subdivider without written consent of City.

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IN WITNESS WHEREOF, this agreement shall for all purposes be deemed an original thereof, having been duly executed by the Subdivider herein named on the 11th day of April, 2023 being duly signed by its undersigned representative(s) pursuant to authority of its governing body.

SUBDIVIDER

By: Mohammad Monshizadeh

Mohammad Monshizadeh
Name

Authorized Agent
Title

CITY OF FONTANA

By: Matthew C. Ballantyne
City Manager

Matthew C. Ballantyne
Print Name

Attest: Germaine McClellan Key
City Clerk

Germaine Key
Print Name

APPROVED AS TO FORM:

By: Ruben Duran
Best Best & Krieger LLP
City Attorney

Ruben Duran
Print Name

APPROVED AS TO CONTENT:

By: Gia Kim
City Engineer

Gia Kim
Print Name

Revised – RP -09/22/2022

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Attachments: (1) Exhibit "A" – Cost Estimate
(2) Exhibit "B" – Time Extension
(3) Securities

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CITY OF FONTANA
ENGINEERING

- ☐ PRELIMINARILY APPROVED
- ☑ CONSTRUCTION APPROVED
- ☐ FINAL APPROVED
- ☐ CORRECTIONS
- ☐ FOR INFORMATION ONLY

BY Henry Pham DATE 10/19/2022

STAFF USE ONLY
ENGINEERING PC NO.
ELPC21-000070

CITY OF FONTANA
ENGINEERING DEPARTMENT
COST ESTIMATE - EXHIBIT "A"

DATE: 09/12/22

DEVELOPER	Inland Senior Development, LLC	PROJECT NAME	Serena Village East
ENGINEER	MFKessler	TRACT MAP NO.	20397
PHONE NO.	(949) 339-5332	PARCEL MAP NO.	

STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
6" CURB & GUTTER		L.F.	17.00	0.00
8" CURB & GUTTER	150	L.F.	19.00	2850.00
8" THICK CROSS GUTTER		S.F.	11.00	0.00
4" SIDEWALK	900	S.F.	7.00	6300.00
ACCESS RAMP		EA	5,000.00	0.00
DRIVE WAY APPROACHES		S.F.	11.00	0.00
ASPHALT CONCRETE DIKES	51	L.F.	11.00	561.00
FOG SEAL		S.F.	0.10	0.00
IMPORTED EMBANKMENT		C.Y.	10.00	0.00
PREPARATION OF SUBGRADE		S.F.	0.50	0.00
*A.C.	30.4	TON	150.00	4560.00
*A.C.OVERLAY(0.20 THICKNESS) PER CITY STANDARD	10.1	TON	150.00	1515.00
**PCC CURB ONLY (MEDIAN)		L.F.	16.00	0.00
ADJUST SEWER MANHOLE TO GRADE		EA	500	0.00
ADJUST SEWER CLEAN OUT TO GRADE		EA	300.00	0.00
ADJUST WATER VALVES TO GRADE		EA	250.00	0.00
BARRICADES		L.F.	40.00	0.00
2 X 4 REDWOOD HEADER		L.F.	5.00	0.00
*REMOVAL OF A.C. PAVEMENT		S.F.	0.66	0.00
**REMOVAL OF P.C.C. CURB	138	L.F.	6.00	828.00
*REMOVAL OF A.C. BERM		L.F.	5.00	0.00
RETAINING WALL H=2 1/2 FT. OR LESS		L.F.	40.00	0.00
BLOCK WALL H=6 FEET		L.F.	50.00	0.00
AGGREGATE BASE		TON	30.00	0.00
GUARD POSTS		EA	70.00	0.00
GUARD PANEL (WOOD)		L.F.	40.00	0.00
SAWCUT		L.F.	3.50	0.00
REFLECTORS AND POSTS		EA	100.00	0.00
STREET SIGNS		EA	250.00	0.00
		EA		0.00
		EA		0.00
		EA		0.00
		EA		0.00

STREET IMPROVEMENT SUBTOTAL **$16,614.00**

* A.C. ASPHALTIC CONCRETE
** P.C.C. PORTLAND CONCRETE CEMENT

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STORM DRAIN IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
* 18" RCP		L.F.	90.00	0.00
* 24" RCP		L.F.	110.00	0.00
* 30" RCP		L.F.	250.00	0.00
* 36" RCP		L.F.	250.00	0.00
* 42″ RCP		L.F.	250.00	0.00
* 48" RCP		L.F.	260.00	0.00
* 54" RCP		L.F.	280.00	0.00
* 60" RCP		L.F.	300.00	0.00
* 66″ RCP		L.F.	320.00	0.00
* 78″ RCP		L.F.	340.00	0.00
* 24″ CMP		L.F.	90.00	0.00
* 60″ CMP		L.F.	320.00	0.00
CATCH BASIN /CURB INLET:				0.00
W=7		EA	4,000.00	0.00
W=10		EA	4,500.00	0.00
W=14		EA	6,000.00	0.00
W=21		EA	11,000.00	0.00
W=28		EA	14,000.00	0.00
JUNCTION STRUCTURE			3,200.00	0.00
TRAFFIC TYPE JUNCTION STRUCTURE			2,800.00	0.00
DISCHARGE STRUCTURE		EA	2,800.00	0.00
MANHOLES		EA	2,500.00	0.00
LOCAL DEPRESSION		EA	1,250.00	0.00
GRATE INLET STRUCTURE		EA	2,100.00	0.00
		EA		0.00
		EA		0.00
		EA		0.00

STORM DRAIN IMPROVEMENT SUBTOTAL **$0.00**

* REINFORCE CONCRETE PIPE

SANITARY SEWER IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
MANHOLES 60" DIAMETER		EA	4,500.00	0.00
MANHOLES 48" DIAMETER		EA	4,000.00	0.00
DROP MAN HOLES		EA	4,500.00	0.00
WYES		EA	100.00	0.00
CLEANOUTS		EA	600.00	0.00
REMODELING OF EXISTING MANHOLE		EA	950.00	0.00
** 4" VCP		L.F.	50.00	0.00
** 6" VCP		L.F.	60.00	0.00
** 8" VCP		L.F.	70.00	0.00
** 10" VCP		L.F.	80.00	0.00
** 12" VCP		L.F.	90.00	0.00
** 15" VCP		L.F.	100.00	0.00
		L.F.		0.00
		L.F.		0.00

SANITARY SEWER IMPROVEMENT SUBTOTAL **$0.00**

** VITRIFIED CLAY PIPE

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TRAFFIC SIGNALS/SIGN/STRIPING

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TRAFFIC SIGNAL MODIFICATION:				
ONE CORNER		L.S.	75,000.00	$0.00
TWO CORNERS		L.S.	100,000.00	$0.00
TRAFFIC SIGNAL NEW		L.S.	400,000.00	$0.00
PAINT TRAFFIC STRIPE (1 COAT)		L.F.	2.40	$0.00
PAINT TRAFFIC STRIPE(2 COATS)		L.F.	0.65	$0.00
PEDESTRIAN CROSSWALK STRIPING		L.F.	0.65	$0.00
PAVEMENT MARKER (NON REFLECTIVE)		EA	2.50	$0.00
PAVEMENT MARKER (REFLECTIVE)		EA	4.00	$0.00
REFLECTORS AND POSTS		EA	100.00	$0.00
STREET SIGNS		EA	250.00	$0.00
				$0.00
				$0.00
		TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL		**$0.00**

CFD LANDSCAPE IMPROVEMENTS (BONDING PURPOSES ONLY)

AREA LANDSCAPED		S.F.	$12.00	$0.00
CENTER MEDIAN		S.F.	$12.00	$0.00
		LANDSCAPING IMPROVEMENTS SUBTOTAL		**$0.00**

SUBTOTALS:

STREET IMPROVEMENT SUBTOTAL	**$16,614.00**
STORM DRAIN IMPROVEMENTS SUBTOTAL	**$0.00**
SANITARY SEWER IMPROVEMENTS SUBTOTAL	**$0.00**
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL	**$0.00**
IMPROVEMENT SUBTOTAL	**$16,614.00**

*(*USE THIS TOTAL FOR PLAN CHECK & PERMITTING PURPOSES*)*

CFD LANDSCAPE IMPROVEMENTS				**$0.00**
SUBDIVISION MONUMENT GUARANTEE $1,200 + $50/LOT				
STREET LIGHTS	1	EA	$5,000.00	**$5,000.00**
CUCAMONGA COUNTY WATER DISTRICT FACILITIES				
IMPROVEMENT SUBTOTAL				**$21,614.00**
ADD 35%				**$7,564.90**
BONDING TOTAL				**$29,178.90**

REGISTERED PROFESSIONAL ENGINEER
ALI MONSHIZADEH
C67674
EXP. 06/30/2023
CIVIL
STATE OF CALIFORNIA

CITY OF FONTANA ENGINEERING

- ☐ PRELIMINARILY APPROVED
- ☑ CONSTRUCTION APPROVED
- ☐ FINAL APPROVED
- ☐ CORRECTIONS
- ☐ FOR INFORMATION ONLY

BY Henry Pham DATE 10/19/2022

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APPROVED PUBLIC IMPROVEMENT PLANS:

STREET IMP. DWG. NO.	6220
STREET LIGHT DWG. NO.	6220LT
SEWER IMP. DWG. NO.	
STORM DRAIN IMP. DWG. NO.	
TRAFFIC SIGNAL DWG. NO.	
SIGNING & STRIPING DWG. NO.	

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SUBDIVISON IMPROVEMENT AGREEMENT

Tract Map No.:_____

Exhibit "B"

I,_____

(Subdivider's name here)

am the owner of the property to which this Request is being made for of a Time Extension for

Project No. _____.

Name: _____

Subdivider's Signature: _____

Subdivider's Address: _____

_____

Date: _____

(Attached Notary Acknowledgment)

CITY OF FONTANA

BY:_____ DATE:_____
City Engineer

_____
Print Name

[ ] DENY
[ ] APPROVED

NEW DATE: _____

Revised – RP -09/22/2022

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Executed Four Counterparts

Bond No. 4461661
Premium $ 729.00 for 2 year term
Premium is for the contract term and subject to adjustment based on the final contract price

SECURITY BOND FOR FAITHFUL PERFORMANCE OF SUBDIVISION AGREEMENT

Tract Map No.: 20397

WHEREAS, the City Council of the City of Fontana, State of California, and, Inland Senior Development LLC ("Principal") have entered into an agreement dated _____(the "Agreement") which is incorporated herein by reference, in which Principal has agreed to construct, install and complete certain designated public improvements; and

WHEREAS, under the terms of the Agreement, Principal is required to file before commencing work a good and sufficient payment bond with the City of Fontana to secure faithful performance of the terms of the Agreement.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held and firmly bound unto the City of Fontana in the sum of Twenty Nine Thousand One Hudred Seventy Eight and 90/100 ($ 29,178.90), to assure faithful performance of all terms and conditions of the Agreement.

This bond shall be and remain in full force and effect, and shall indemnify and hold harmless the City of Fontana, its officers, agents and employees until all terms, covenants, provisions and conditions of the Agreement, and any agreed upon alterations or additions thereto, are fully and well met and performed by the Principal, his or its heirs, executors, administrators, successors or assigns, to the satisfaction of the City of Fontana in the time and manner specified in the Agreement. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

As part of the obligation secured hereby, Principal shall pay, in addition to the face amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City of Fontana in successfully enforcing such obligation, as may be awarded by a court of competent jurisdiction in any judgement upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

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IN WITNESS WHEREOF, this instrument, for all purposes as deemed an original, having been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 17th day of February ,2023.

Inland Senior Development LLC
PRINCIPAL

(NOTARIZATION AND SEAL)

Markel Insurance Company
SURETY

Cynthia J. Young, Attorney-In-Fact

(NOTARIZATION AND SEAL)

NOTE: Please Attach Notary Acknowledgement and Power of Attorney.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California

County of San Bernardino) ss.

On FEB 17 2023 before me, Rebecca Elizabeth Adcock, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Cynthia J. Young
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Rebecca Elizabeth Adcock
COMMISSION # 2327252
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires: 3-May-2024

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.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

RT THUMBPRINT OF SIGNER

Top of thumb here

- ❒ Individual
- ❒ Corporate Officer
  Title _____
- ❒ Partner -- ❒ Limited ❒ General
- ❒ Attorney-in-Fact
- ❒ Trustee
- ❒ Guardian or Conservator

Other: _____

Signer is Representing:

_____

_____

DocuSign Envelope ID: 358F0A63-AAFB-412A-AC5D-93F196533708

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 Orange)

On February 21, 2023 before me, Jessica Danielle Thelwell
(insert name and title of the officer)

personally appeared Mohammad Monshizadeh,
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.

JESSICA DANIELLE THELWELL
Notary Public - California
Orange County
Commission # 2420449
My Comm. Expires Oct 10, 2026

Signature _____ **(Seal)**

DocuSign Envelope ID: 358F0A63-AAFB-412A-AC5D-93F196533708

No. 3601-2

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

OAKLAND

Amended

Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Markel Insurance Company

*of **Illinois**, organized under the laws of **Illinois**, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

Fire, Marine, Surety, Disability, Plate Glass, Liability,

Workers' Compensation, Common Carrier Liability, Boiler and Machinery,

Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 14th day of April, 2021, I have set my hand and caused my official seal to be affixed this 14th day of April, 2021.*

Ricardo Lara
Insurance Commissioner

By

Valerie Sarfaty
for Catalina Hayes-Bautista
Insurance Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

DocuSign Envelope ID: 358F0A63-AAFB-412A-AC5D-93F196533708

POA# 510028

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Jay P. Freeman, Cynthia J. Young, Christina Mountz, Adriana Valenzuela

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 24th day of January , 2023 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 24th day of January , 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

JULIE E. MCCLARY
Notary Public State of Texas
Commission # 12947680-5
Commission Expires March 29, 2026

By: _____
Julie McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 17th day of February , 2023 .

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 510028
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

DocuSign Envelope ID: 358F0A63-AAFB-412A-AC5D-93F196533708

IN WITNESS WHEREOF, this instrument, for all purposes be deemed an original having been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 17th day of February _____, 2023 .

Inland Senior Development LLC
PRINCIPAL

(NOTARIZATION AND SEAL)

Markel Insurance Company
SURETY

Cynthia J. Young, Attorney-In-Fact
(NOTARIZATION AND SEAL)

NOTE: Please Attached Notary Acknowledgement and Power of Attorney

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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State of California

County of San Bernardino) ss.

On FEB 17 2023 before me, Rebecca Elizabeth Adcock, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Cynthia J. Young
Name(s) of Signer(s)

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

Rebecca Elizabeth Adcock
COMMISSION # 2327252
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires: 3-May-2024

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

RT THUMBPRINT OF SIGNER

Top of thumb here

- ❒ Individual
- ❒ Corporate Officer
  Title _____
- ❒ Partner -- ❒ Limited ❒ General
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Other: _____

Signer is Representing:

_____

_____

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JESSICA DANIELLE THELWELL
Notary Public - California
Orange County
Commission # 2420449
My Comm. Expires Oct 10, 2026

Signature _____ (Seal)

DocuSign Envelope ID: 358F0A63-AAFB-412A-AC5D-93F196533708

No. 3601-2

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

OAKLAND

Amended

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Fire, Marine, Surety, Disability, Plate Glass, Liability,

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as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

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Ricardo Lara
Insurance Commissioner

By

Valerie Sarfaty
for Catalina Hayes-Bautista
Insurance Chief Deputy

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#1235895.1

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Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

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IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 24th day of January , 2023 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

SURETEC INSURANCE COMPANY — HOUSTON, TEXAS

MARKEL INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 24th day of January , 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

JULIE E. MCCLARY
Notary Public State of Texas
Commission # 12947680-5
Commission Expires March 29, 2026

By: _____
Julie McClary, Notary Public
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Executed Four Counterparts

Bond No. 4461661
Premium $ Premium included in charge for Performance Bond

SUBDIVISION WARRANTY OBLIGATION BOND

Tract Map No.: 20397

WHEREAS, The City Council of the City of Fontana, State of California, and, Inland Senior Development LLC ("Principal") have entered into an agreement dated _____(the "Agreement") which is incorporated herein by referenced, in which Principal has agreed to warrant and guarantee the installation and maintenance of certain designated public improvements; and

WHEREAS, under the terms of the Agreement, Principal is required **to file before acceptance of improvements** by the City of Fontana a good and sufficient payment bond with the City of Fontana to secure the performance of its warranty and guarantee obligation under the Agreement.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held firmly bound unto the City of Fontana in the sum of Twenty Nine Thousand One Hundred Seventy Eight and 90/100 ($ 29,178.90) to secure the warranty and guarantee of Principal against any defective work or labor or material furnished in connection with the installation and maintenance of the public improvements required by the Agreement.

This bond shall be and remain in full force and effect, and shall indemnify and hold harmless the City of Fontana, its officers, agents and employees until all warranty or guarantee time periods required under the Agreement following performance of all terms, covenants, provisions and conditions of the Agreement, and any agreed upon alterations or additions thereto have expired as to the Principal, his or its heirs, executors, administrators, successors or assigns. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

As a part of the obligation secured hereby, Principal shall pay, in addition to the face amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's fees incurred by the City of Fontana in successfully enforcing this obligation, as may be awarded by a court of competent jurisdiction in any judgement upon this bond.

The surety hereby stipulates and agrees that no change, extension or time, alteration or addition to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

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IN WITNESS WHEREOF, this instrument, for all purposes be deemed an original, having been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 17th day of February, 2023.

Inland Senior Development LLC
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(NOTARIZATION AND SEAL)

Markel Insurance Company
SURETY

Cynthia J. Young, Attorney-In-Fact
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State of California

County of San Bernardino) ss.

On FEB 17 2023 before me, Rebecca Elizabeth Adcock, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Cynthia J. Young
Name(s) of Signer(s)

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

Rebecca Elizabeth Adcock
COMMISSION # 2327252
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SAN BERNARDINO COUNTY
My Comm. Expires: 3-May-2024

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Signer's Name: _____

RT THUMBPRINT OF SIGNER

Top of thumb here

- ❒ Individual
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  Title _____
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By

Valerie Sarfaty
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By: _____
Lindey Jennings, Vice President

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JULIE E. MCCLARY
Notary Public State of Texas
Commission # 12947680-5
Commission Expires March 29, 2026

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Julie McClary, Notary Public
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City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Legislation Details (With Text)

File #:	21-2087	**Version:**	1	**Name:**	
Type:	Consent Calendar			**Status:**	Agenda Ready
File created:	3/16/2023			**In control:**	City Council Meeting
On agenda:	4/11/2023			**Final action:**	
Title:	Approval of Final Map for Tract No. 20397				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1. Tract Map.pdf, 2. Vicinity Map.pdf, 3. Subdivision Improvement Agreement.pdf				

Date	Ver.	Action By	Action	Result

FROM:
Engineering

SUBJECT:
Approval of Final Map for Tract No. 20397

RECOMMENDATION:
Approve the Final Map for Tract No. 20397 located on the west side of Banana Avenue south of Foothill Boulevard; accept easements; and authorize the City Manager to enter into a Subdivision Agreement with the subdivider.

COUNCIL GOALS:

- 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.

DISCUSSION:
Tract No. 20397 is located on the west side of Banana Avenue south of Foothill Boulevard. The subdivision consists of 22 condominium units.

The Tentative Tract Map No. 20397 (TTM21-000004) was conditionally approved by the Planning Commission on August 16th, 2022. All conditions precedent to submitting the final map have been completed by the applicant. The subdivider, Inland Senior Development LLC, has complied with the Conditions of Approval and dedicated the required streets and easements as a part of the project. The tract map has been reviewed by the City Engineer and found to be substantially correct.

In addition, an authorization is requested for the City Manager to enter into a Subdivision Agreement with the subdivider to guarantee the completion of required infrastructure in accordance with the

DocuSign Envelope ID: 358F0A63-AAFB-412A-AC5D-93F196533708

Subdivision Map Act. This map is now being brought to City Council for final approval.

FISCAL IMPACT:
This action will only approve the tract map for recordation and authorize permits for the construction of the development, therefore there is no fiscal impact to City resources at this time.

MOTION:
Approve staff recommendation.

Certificate Of Completion

Envelope Id: 358F0A63AAFB412AAC5D93F196533708
Status: Completed
Subject: Subdivision Improvement Agreement Tract Map No. 20397
Source Envelope:
Document Pages: 31
Signatures: 5
Envelope Originator:
Supplemental Document Pages: 2
Initials: 0
Purchasing Office
Certificate Pages: 5
AutoNav: Enabled
8353 Sierra Avenue
EnvelopeId Stamping: Enabled
Fontana, CA 92335
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
purchasing@fontana.org
IP Address: 192.146.186.96

Record Tracking

Status: Original
Holder: Purchasing Office
Location: DocuSign
4/13/2023 | 11:25 AM
purchasing@fontana.org

Signer Events	Signature	Timestamp
Mohammad Monshizadeh mm@mcodevelopment.com Authorized Agent Inland Senior Development, LLC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 72.194.202.74	Sent: 4/13/2023 | 11:37 AM Viewed: 4/13/2023 | 11:43 AM Signed: 4/13/2023 | 11:44 AM
Electronic Record and Signature Disclosure: Accepted: 4/13/2023 | 11:43 AM ID: 4dc068b4-6d66-49be-a925-5a2c4521ac26		
Gia Kim gkim@fontana.org Public Works Director/City Engineer City of Fontana Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 76.87.201.54 Signed using mobile	Sent: 4/13/2023 | 11:44 AM Viewed: 4/13/2023 | 01:01 PM Signed: 4/15/2023 | 08:29 PM
Electronic Record and Signature Disclosure: Accepted: 4/15/2023 | 08:29 PM ID: dec7506f-1490-4e2c-a3f5-a515038ff0b9		
Ruben Duran ruben.duran@bbklaw.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 74.116.243.2	Sent: 4/15/2023 | 08:29 PM Viewed: 4/17/2023 | 07:31 AM Signed: 4/17/2023 | 07:45 AM
Electronic Record and Signature Disclosure: Accepted: 4/17/2023 | 07:31 AM ID: 3a069984-17f2-42d8-b452-9d2475cacaf5		
Matthew C. Ballantyne mballantyne@fontana.org City Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.96	Sent: 4/17/2023 | 07:45 AM Viewed: 4/17/2023 | 07:51 AM Signed: 4/17/2023 | 07:52 AM
Electronic Record and Signature Disclosure: Accepted: 4/17/2023 | 07:51 AM ID: 72cb3859-521f-4a98-8ddf-5d43559594df		

Signer Events	Signature	Timestamp
Supplemental Documents:	Legislation Details (With Text) (002).pdf	Viewed: 4/17/2023 | 07:51 AM Read: Not Required Accepted: Not Required
Germaine McClellan Key gkey@fontana.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 107.201.246.59 Signed using mobile	Sent: 4/17/2023 | 07:52 AM Viewed: 4/17/2023 | 08:03 AM Signed: 4/17/2023 | 08:04 AM
Electronic Record and Signature Disclosure: Accepted: 4/17/2023 | 08:03 AM ID: 4c1327b8-08dd-41b1-8242-19b6e37481f2		

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
Kathy Kasinger kkasinger@fontana.org Records Coordinator Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/10/2023 | 11:21 AM ID: 87bf6e0f-8dcc-4fa9-9697-40ea8ababb72	COPIED	Sent: 4/17/2023 | 08:04 AM Viewed: 4/18/2023 | 07:34 AM
Henry Pham hpham@fontana.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/17/2023 | 08:04 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/13/2023 | 11:37 AM
Certified Delivered	Security Checked	4/17/2023 | 08:03 AM
Signing Complete	Security Checked	4/17/2023 | 08:04 AM
Completed	Security Checked	4/17/2023 | 08:04 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Fontana (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Fontana:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: ctejeda@fontana.org

To advise City of Fontana of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at ctejeda@fontana.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Fontana
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to ctejeda@fontana.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Fontana
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to ctejeda@fontana.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account 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..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Fontana as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Fontana during the course of my relationship with you.

RESOLUTION NO. 2025-097

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, ACCEPTING THE SEWER SYSTEM ALONG FOOTHILL BOULEVARD FOR TRACT NO. 20382 AS PART OF THE CITY'S SEWER SYSTEM.

WHEREAS, Section 23-388 of the Fontana Municipal Code provides that each addition to or extension of the sewer systems shall be accepted by Resolution of the City Council of the City of Fontana ("City Council"); and

WHEREAS, this Resolution shall contain the terms of any special consideration which shall apply to the sewer so accepted; and

WHEREAS, City Council intends to accept the sewer system along Foothill Boulevard for Tract No. 20382 as a part of the City of Fontana sewer system; and

WHEREAS, there is no special consideration that shall apply to the sewer system accepted herein.

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

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council hereby accepts the sewer system along Foothill Boulevard Avenue for Tract No. 20382 as a part of the City of Fontana's sewer system.

Section 3. The City Council hereby finds that this Resolution is exempt from further environmental review pursuant to the California Environmental Quality Act (Pub. Resources Code, §§ 21000 et seq.) ("CEQA") because, pursuant to section 15378(b)(4) of the California Code of Regulations, this Resolution does not constitute a "project" because it constitutes merely the establishment of government fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. Therefore, City staff is hereby directed to file a Notice of Exemption with the County Clerk within three (3) days following the adoption of this Resolution.

Section 4. If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

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

APPROVED AND ADOPTED this 14th day of October, 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 held on the 14th day of October, 2025, by the following vote to wit:

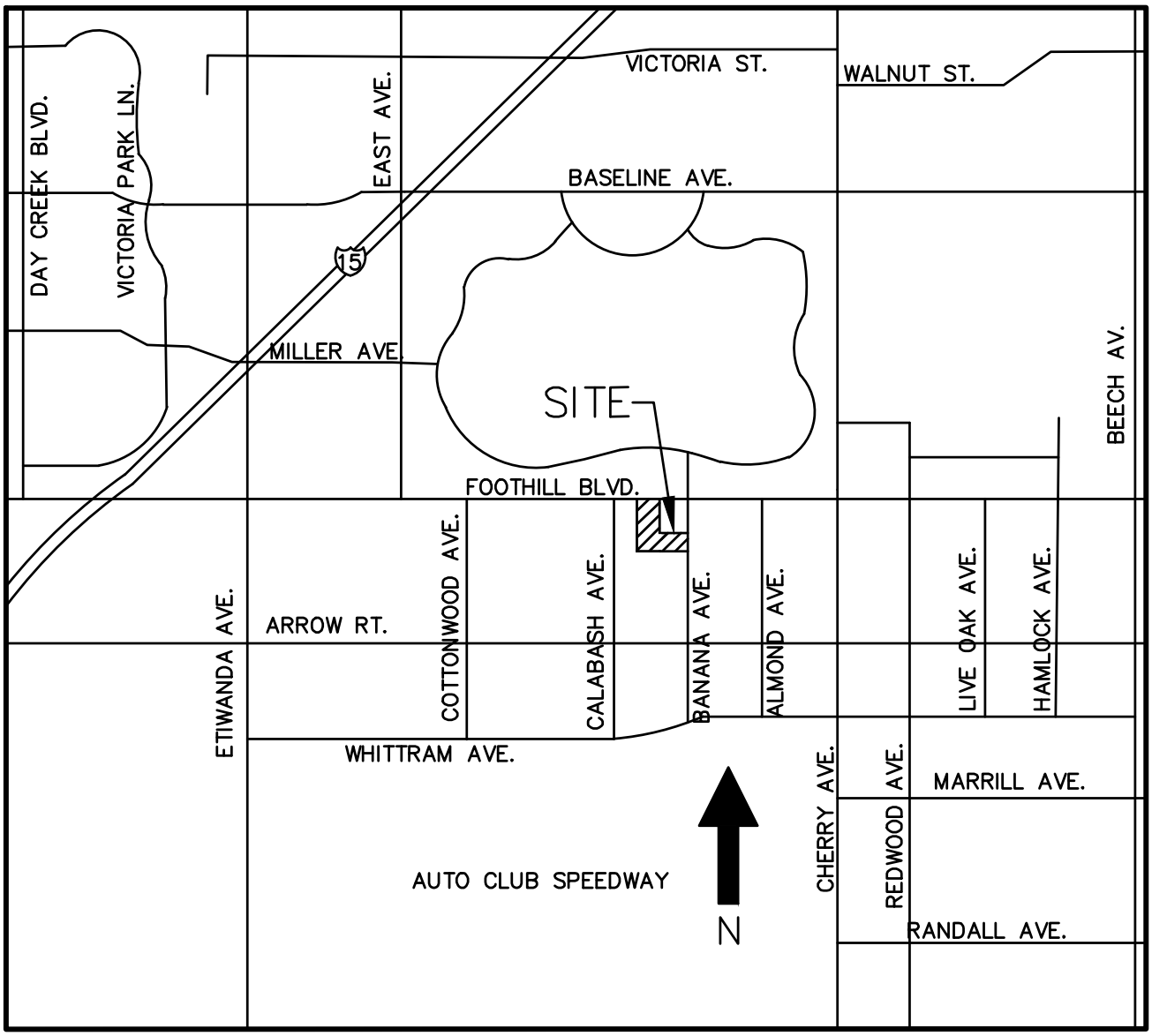
AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk



VICINITY MAP

N.T.S.

File #: 25-0543
Agenda #: J.

Agenda Date: 10/14/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve Invoice from the City of Rancho Cucamonga for Right of Way Services Related to the San Sevaine Trail Phase 1, Segment 2 Project

RECOMMENDATION:
Authorize the City Manager to approve Invoice CINV-001415 from the City of Rancho Cucamonga for Right of Way Services related to the San Sevaine Trail Phase 1, Segment 2 Project.

COUNCIL GOALS:

- To concentrate on Inter-governmental relations by working cooperatively with neighboring jurisdictions.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

DISCUSSION:
The San Sevaine Trail Phase 1, Segment 2 Project is a multi-jurisdictional cooperative effort that will enhance connectivity for bicyclists and pedestrians between the Pacific Electric Trail and public facilities within the Cities of Fontana and/or Rancho Cucamonga such as Etiwanda High School, as well as other future infrastructure improvements. The trail runs parallel to the Etiwanda Creek, a flood control channel owned and operated by the San Bernardino County Flood Control District (SBCFCD). The trail utilizes the existing County maintenance road along the west side of the channel and fills in gaps where a road did not exist. The multiuse path begins with a direct connection to the Pacific Electric Trail to the south and runs north terminating at Banyan Street in the City of Rancho Cucamonga. The project length is approximately 1.25 miles with 0.3 miles located within the City of Fontana and the remaining 0.95 miles located in the City of Rancho Cucamonga.

In January 2017, the City of Fontana approved a Memorandum of Understanding (MOU) with the City of Rancho Cucamonga identifying roles and responsibilities of each jurisdictional agency. As the lead agency, the City of Fontana was responsible for design and construction of the trail, while the City of Rancho Cucamonga was responsible for design review and construction inspection within its jurisdiction. Each agency will ultimately be responsible for the ongoing maintenance and operation of the trail within their respective agency boundaries.

In May 2021, the Council approved a First Amendment to the MOU with Rancho Cucamonga that identified Right of Way Acquisition roles and responsibilities between the two cities, identifying Fontana as financially responsible for all services related to acquisition of property within the City of Rancho Cucamonga. Total cost of right of way services by Rancho Cucamonga to date is

$137,939.66. Fontana has paid $35,674.81 with a balance of $102,264.85 outstanding.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $102,264.85 and is included in the FY 2025/2026 budget in 37603345-635-D-8110 and 37603345-635-D-8310 (Park Development Funds).

MOTION:
Approve staff recommendation.

Mayor L. Dennis Michael | **Mayor Pro Tem** Lynne B. Kennedy
Council Members Ryan A. Hutchison, Kristine D. Scott, Ashley N. Stickler
City Manager John R. Gillison

CITY OF RANCHO CUCAMONGA

10500 Civic Center | Rancho Cucamonga, CA 91730 | 1-909-477-2700 | www.CityofRC.us

September 16, 2025

City of Fontana
8353 Sierra Avenue,
Fontana, CA 92335
ATTN: Kimberly Young, Senior Civil Engineer

RE: CO 17-029, San Sevaine Trail Project – Reimbursement Request #002

Dear Kimberly Young,

Please accept this as the City of Rancho Cucamonga's Reimbursement Request #002 for CO 17-029, Cooperative Planning and Development of the San Sevaine Trail. Supporting documentation has been provided in this package. This request includes reimbursable expenditures related to the Right of Way Phase in the amount of $102,264.85.

Reimbursement Summary Log:

Reimbursement No.	Reimbursement Date Range Start	Reimbursement Date Range End	Amount
001	08/24/2022	06/19/2024	$35,674.81
002	06/202/2024	07/31/2025	$102,264.85
		TOTAL	$137,939.66

REIMBURSEMENT AMOUNT REQUESTED	**$102,264.85**

For inquiries, you may contact me at Marlena.Perez@CityofRC.us or at (909) 774-4058.

Respectfully,

Marlena Perez, P.E.
Principal Civil Engineer
City of Rancho Cucamonga

Cc: *City of Rancho Cucamonga:*
Lelani Gnaster, Assistant Engineer
Clarence de Guzman, Management Analyst II

Enclosed: Reimbursement Request #002

INVOICE

City of Rancho Cucamonga
Post Office Box 807
Rancho Cucamonga, CA 91729-0807
Telephone: (909) 477-2700

Invoice Number: CINV-001415
Invoice Date: 09/18/2025
Terms: Net 30
City of Rancho Cucamonga
Federal Taxpayer ID# 95-3213002

To: Fontana, City Of
8353 Sierra Avenue
ATTN: Kimberly Young
Fontana, CA 92335

Note: Payments are considered past due at 30 days from the date of the invoice. If payment is not received within 60 days, the invoice wil be forwarded to the City's collection agent. Their collection procedure may adversely affect your credit rating.

Customer Number: C-000032

Transaction Date	Description	Amount
	San Sevaine Trail Project CO 17-029 Reimbursement Request #002	$102,264.85

Total Due $102,264.85

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Please make checks payable to
City of Rancho Cucamonga
Finance Department
Post Office Box 807
Rancho Cucamonga, CA 91729-0807

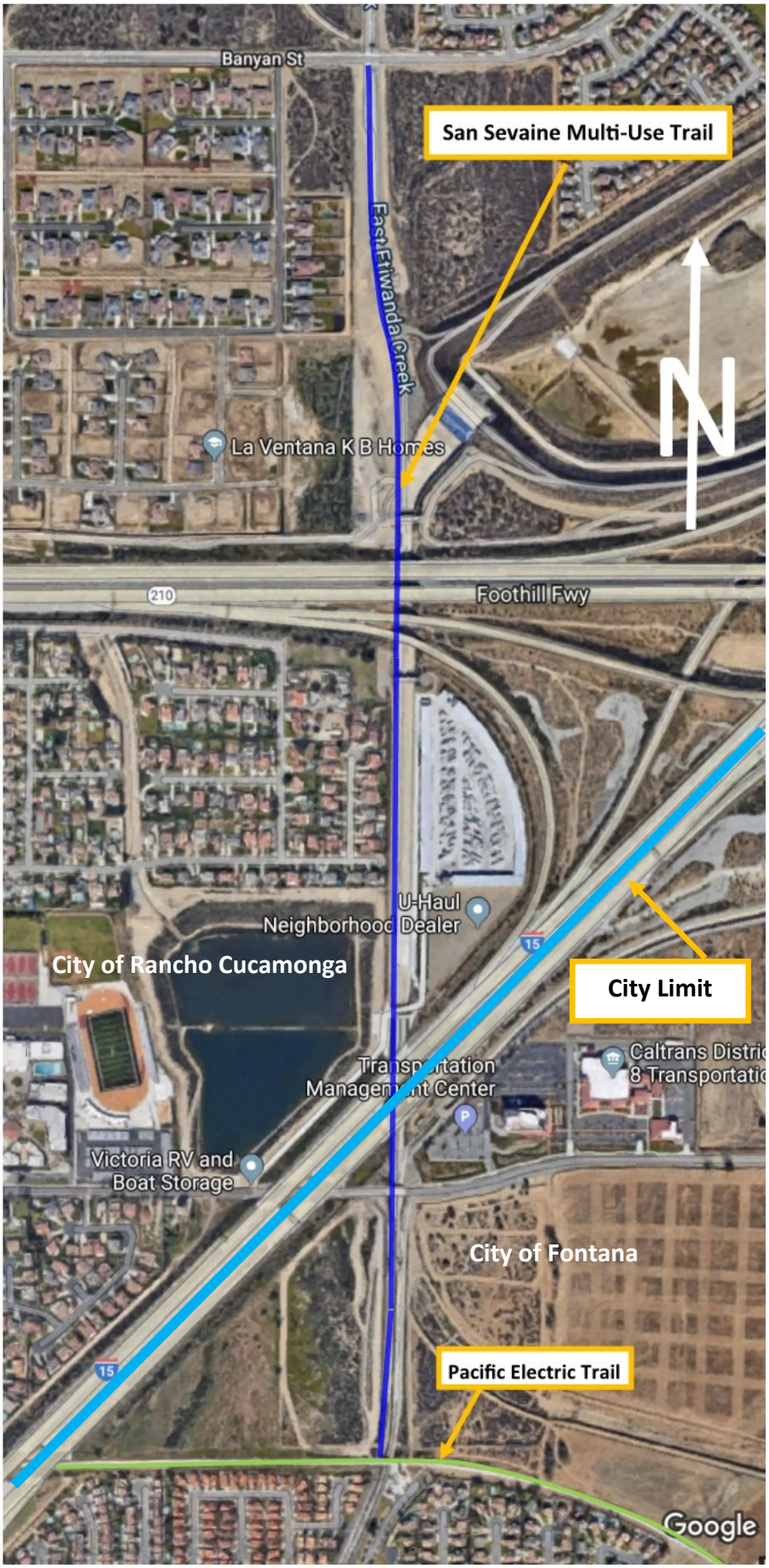
Customer Number C-000032
Invoice Number CINV-001415
Invoice Date 09/18/2025
Total Amount Due $ 102,264.85

Total Payment $ _____

San Sevaine Trail Project
CO 17-029 - Reimbursement Request #002
Right of Way Phase - Summary of Submitted Expenses

Journal	Operational Transaction	Journal Source	Accounting Date	Fund	Cost Center	Project	Spend Category	Supplier	Amount
Operational Journal: City of Rancho Cucamonga - 06/30/2024	Supplier Invoice: SINV-002189	Supplier Invoice	6/30/2024	F198 Citywide Infrastructure Improvement	CC303 Engineering Administration	PID-2112-198 San Sevaine Trail Project F198	SC2104 - Contract Services - Legal Services	Richards Watson & Gershon	$ 269.40
Operational Journal: City of Rancho Cucamonga - 08/20/2024	Supplier Invoice: SINV-010794	Supplier Invoice	8/20/2024	F198 Citywide Infrastructure Improvement	CC303 Engineering Administration	PID-2112-198 San Sevaine Trail Project F198	SC2104 - Contract Services - Legal Services	Richards Watson & Gershon	$ 28,516.55
Operational Journal: City of Rancho Cucamonga - 09/23/2024	Supplier Invoice: SINV-009201	Supplier Invoice	9/23/2024	F198 Citywide Infrastructure Improvement	CC303 Engineering Administration	PID-2112-198 San Sevaine Trail Project F198	SC2104 - Contract Services - Legal Services	Richards Watson & Gershon	$ 14,991.29
Operational Journal: City of Rancho Cucamonga - 10/18/2024	Supplier Invoice: SINV-010900	Supplier Invoice	10/18/2024	F198 Citywide Infrastructure Improvement	CC303 Engineering Administration	PID-2112-198 San Sevaine Trail Project F198	SC2104 - Contract Services - Legal Services	Richards Watson & Gershon	$ 29,283.13
Operational Journal: City of Rancho Cucamonga - 01/23/2025	Supplier Invoice: SINV-017401	Supplier Invoice	1/23/2025	F198 Citywide Infrastructure Improvement	CC303 Engineering Administration	PID-2112-198 San Sevaine Trail Project F198	SC2104 - Contract Services - Legal Services	Richards Watson & Gershon	$ 550.80
Operational Journal: City of Rancho Cucamonga - 02/26/2025	Supplier Invoice: SINV-020823	Supplier Invoice	2/26/2025	F198 Citywide Infrastructure Improvement	CC303 Engineering Administration	PID-2112-198 San Sevaine Trail Project F198	SC2104 - Contract Services - Legal Services	Richards Watson & Gershon	$ 114.00
Operational Journal: City of Rancho Cucamonga - 03/21/2025	Supplier Invoice: SINV-024154	Supplier Invoice	3/21/2025	F198 Citywide Infrastructure Improvement	CC303 Engineering Administration	PID-2112-198 San Sevaine Trail Project F198	SC2104 - Contract Services - Legal Services	Richards Watson & Gershon	$ 414.00
Operational Journal: City of Rancho Cucamonga - 04/17/2025	Ad Hoc Payment: The Chang Firm, IOLTA - 04/17/2025	Ad Hoc Payment	4/17/2025	F198 Citywide Infrastructure Improvement	CC303 Engineering Administration	PID-2112-198 San Sevaine Trail Project F198	SC2108 - Contract Services - Reimbursable		$ 15,000.00
Operational Journal: City of Rancho Cucamonga - 04/22/2025	Supplier Invoice: SINV-026500	Supplier Invoice	4/22/2025	F198 Citywide Infrastructure Improvement	CC303 Engineering Administration	PID-2112-198 San Sevaine Trail Project F198	SC2104 - Contract Services - Legal Services	Richards Watson & Gershon	$ 1,413.60
Operational Journal: City of Rancho Cucamonga - 05/06/2025	Supplier Invoice: SINV-026517	Supplier Invoice	5/6/2025	F198 Citywide Infrastructure Improvement	CC303 Engineering Administration	PID-2112-198 San Sevaine Trail Project F198	SC2104 - Contract Services - Legal Services	Federal Express Corp	$ 43.55
Operational Journal: City of Rancho Cucamonga - 06/30/2025	Supplier Invoice: SINV-032142	Supplier Invoice	6/30/2025	F198 Citywide Infrastructure Improvement	CC303 Engineering Administration	PID-2112-198 San Sevaine Trail Project F198	SC2104 - Contract Services - Legal Services	Richards Watson & Gershon	$ 1,521.45
Operational Journal: City of Rancho Cucamonga - 06/30/2025	Supplier Invoice: SINV-032533	Supplier Invoice	6/30/2025	F198 Citywide Infrastructure Improvement	CC303 Engineering Administration	PID-2112-198 San Sevaine Trail Project F198	SC2104 - Contract Services - Legal Services	Richards Watson & Gershon	$ 764.48
Operational Journal: City of Rancho Cucamonga - 06/30/2025	Accounting Adjustment for Supplier Invoice: SINV-002882	Accounting Adjustment	6/30/2025	F198 Citywide Infrastructure Improvement	CC303 Engineering Administration	PID-2112-198 San Sevaine Trail Project F198	SC2104 - Contract Services - Legal Services	Richards Watson & Gershon (7/19/24 Invoice)	$ 7,359.54
Operational Journal: City of Rancho Cucamonga	Supplier Invoice	Supplier Invoice	7/11/2025	F198 Citywide Infrastructure Improvement	CC303 Engineering Administration	PID-2112-198 San Sevaine Trail Project F199	SC2104 - Contract Services - Legal Services	Richards Watson & Gershon	$ 1,070.68
Operational Journal: City of Rancho Cucamonga	Supplier Invoice	Supplier Invoice		F198 Citywide Infrastructure Improvement	CC303 Engineering Administration	PID-2112-198 San Sevaine Trail Project F200	SC2104 - Contract Services - Legal Services	Richards Watson & Gershon	$ 952.38
								TOTAL	$ 102,264.85

Vicinity Map



File #: 25-0545
Agenda #: K.

Agenda Date: 10/14/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Award a Construction Contract for the Bus Pad (Transit Stop Improvements) TDA 2023 Project (DE-25-182-CC)

RECOMMENDATION:
1. Award bid and authorize City Manager to execute construction contract with Gentry General Engineering, Inc. for the construction of the Bus Pad (Transit Stop Improvements) TDA 2023 Project (Bid No. DE-25-182-CC) in the amount of $99,346.80 and authorize a 10% contingency in the amount of $9,934.68 (Bid No. DE-25-182-CC).

2. Approve and authorize the City Manager to execute any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the Bus Pad (Transit Stop Improvements) TDA 2023 Project (Bid No. DE-25-182-CC).

3. Appropriate $40,000.00 from Measure I, Local Fund (Fund 246) to Project 37600069, Bus Pad (Transit Stop Improvements) TDA 2023 Project.

COUNCIL GOALS:
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- 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 utilizing Measure-I Funds wisely.

DISCUSSION:
The Bus Pad (Transit Stop Improvements) TDA 2023 Project consists of the construction of concrete bus landing pads, removal and replacement of existing sidewalk, the modification of existing landscape and irrigation, traffic control, and other work as directed by the Engineer to accommodate field conditions at 10 locations throughout the City of Fontana.

On October 11, 2023, San Bernardino County Transportation Authority (SBCTA) approved funding in the amount of $59,023.00 from the Transportation Development Act (TDA), Article 3 Transit Stop Access Program for the City's Bus Stop Project. On December 12, 2023, the City Council approved the adoption of Resolution No. 2023-115, authorizing the submittal and request for reimbursement(s)

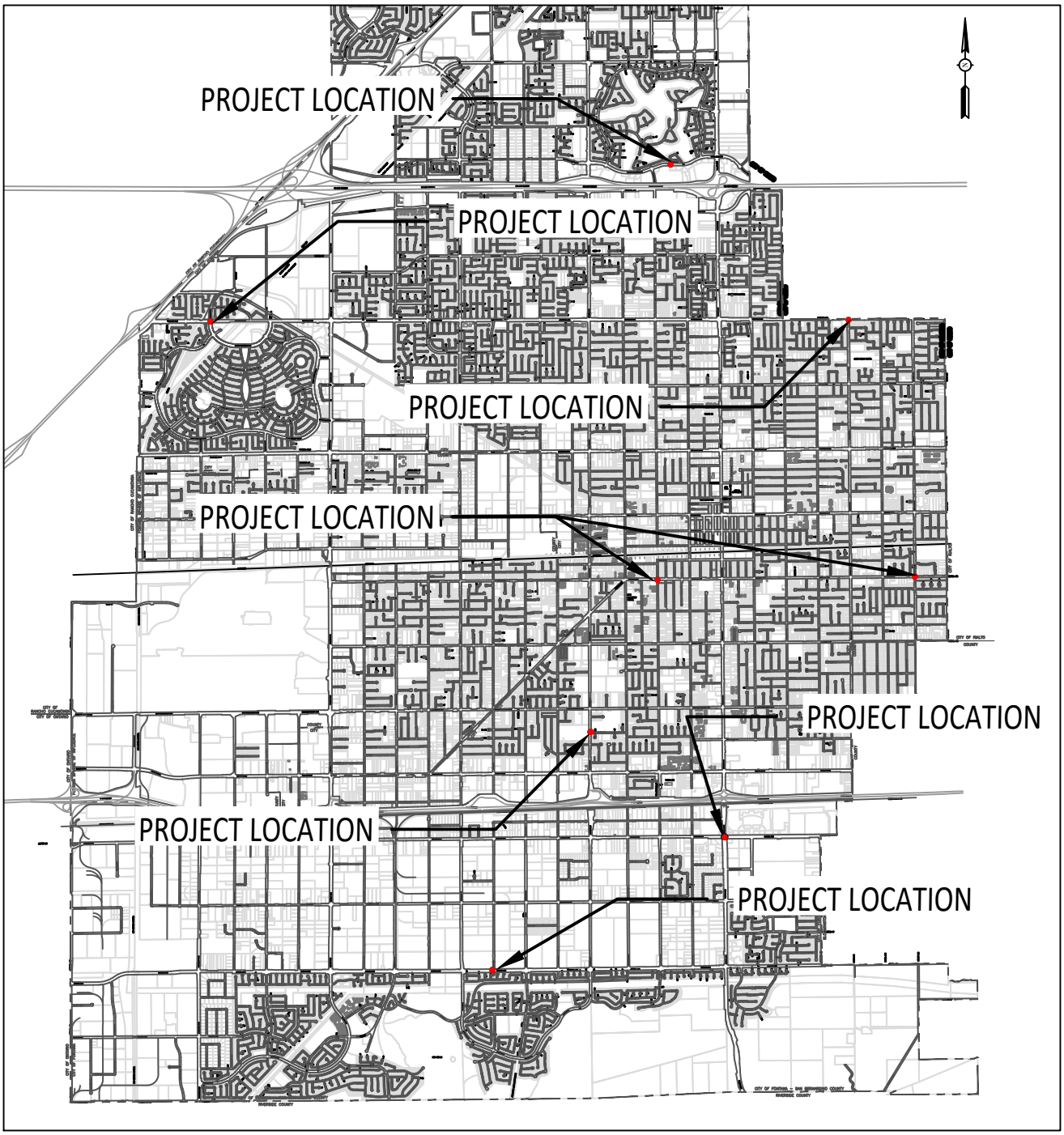
for TDA Article 3 funds for the Transit Stop Improvements Project in the amount of $59,023.00, and that the Public Works Director/City Engineer is authorized to certify project completion.

On August 28, 2025, bids for this contract were opened. A total of fourteen (14) bids were received ranging from $99,346.80 to $263,293.00. Gentry General Engineering, Inc. is the lowest bidder in the amount of $99,346.80. The Engineer's Estimate was $125,000.00. After reviewing the proposed bid documents, Purchasing and Engineering staff have determined that Gentry General Engineering, Inc. to be the lowest responsive and responsible bidder.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $109,281.48, for the full term of the construction contract. The available budget in Project #37600069 is $84,269.00. Considering all project expenses, an additional $40,000.00 is being requested. The $40,000.00 will be allocated from the Measure I, Local Fund (Fund 246) and the request will be included in the First Quarterly Budget Report.

MOTION:
Approve staff recommendation.

BUS PAD (TRANSIT STOP IMPROVEMENTS)
TDA 2023 PROJECT



1. Slover Avenue @ Sierra Avenue (Westbound)
2. Citrus Avenue @ Mallory Drive (Northbound)
3. Citrus Avenue @ Mallory Drive (Southbound)
4. Jurupa Avenue @ Elm Avenue (Westbound)
5. Baseline Avenue @ Village Parkway (Eastbound)
6. Baseline Avenue @ N. Heritage Cr (Westbound)
7. Sierra Lakes Pky @ Tiburon Way (Westbound)
8. Sierra Lakes Pky @ Tiburon Way (Eastbound
9. Merrill Avenue @ Locust Avenue (Eastbound)
10. Merrill Avenue @ Cypress Avenue (Westbound)

Bid Results

Bus Pad (Transit Stop Improvements) TDA 2023 Project

DE-25-182-CC

1.	Gentry General Engineering Inc. Colton, CA	$99,346.80
2.	Pavement Rehab Company Yorba Linda, CA	$111,000.00
3.	DM CONTRACTING, INC. Colton, CA	$112,845.00
4.	Towo Enterprise Inc Fullerton, CA	$113,325.00
5.	s&h civilworks Colton, CA	$126,320.00
6.	FS Contractors, Inc. Sylmar, CA	$130,750.00
7.	CT&T Concrete Paving Inc. Diamond Bar, CA	$144,908.00
8.	Guills Inc Pasadena, CA	$151,080.00
9.	Final Touch Construction Fontana, CA	$170,310.00
10.	Alfaro Communications Construction,Inc. Compton, CA	$175,372.90
11.	L.M.T. ENTERPRISES, INC. dba TYNER PAVING COMPANY Alhambra, CA	$197,871.80
12.	AEC Moreno Corporation San Bernardino, CA	$239,750.00
13.	ALL AMERICAN BUILDING SERVICES Santa Clarita, CA	$249,914.40
14.	RG GENERAL ENGINEERING INC Norco, CA	$263,293.00

Bid Results

Bidder Details

Vendor Name	Gentry General Engineering Inc
Address	320 W Tropica Rancho Rd Colton, California 92324 United States
Respondee	Brenton Gentry
Respondee Title	President
Phone	909-330-1128
Email	gentrygeneral@gmail.com
Vendor Type	CADIR
License #	974279
CADIR	1000024189

Bid Detail

Bid Format	Electronic
Submitted	08/28/2025 11:24 AM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	445314

Respondee Comment

Please note that embossed seals may not be visible in scanned documents.

Buyer Comment

Attachments

File Title	File Name	File Type
Proposal backup 2.pdf	Proposal backup 2.pdf	General Attachment
Bid Bond.pdf	Bid Bond.pdf	Bid Bond

Subcontractors

No Subcontractors

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							$99,346.80		
1			Mobilization	LS	1	$2,100.00	$2,100.00	Yes	
2			Best Management Practices and WPCP	LS	1	$4,650.00	$4,650.00	Yes	
3			Clearing & Grubbing	LS	1	$6,900.00	$6,900.00	Yes	
4			Modify existing landscape and irrigation and add 2" P.V.C. schedule 40 sleeve under the bus landing pad per City of Fontana standard plan No. 5018	LS	1	$14,600.00	$14,600.00	Yes	
5			Temporary traffic control	LS	1	$4,600.00	$4,600.00	Yes	
6			Saw cut and remove existing PCC sidewalk	SF	3330	$4.96	$16,516.80	Yes	
7			construct 4" thick PCC sidewalk per City of Fontana standard plan No. 1006	SF	5500	$8.68	$47,740.00	Yes	
8			Relocate bus stop sign as shown. Reinstall bus stop sign per Omnitrans Transit design guidelines Figure 6-6: Typical bus stop sign placement criteria and figure 6-10: Typical post anchor details.	EA	8	$280.00	$2,240.00	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	**$99,346.80**
Grand Total	**$99,346.80**

File #: 25-0547
Agenda #: L.

Agenda Date: 10/14/2025
Category: Consent Calendar

FROM:
Innovation & Technology

SUBJECT:
Authorize the Renewal of Managed Print Services Agreement with HP Inc. for Citywide Printing, Maintenance, and Repair Services

RECOMMENDATION:
1. Approve and authorize the City Manager to execute a contract of the City's Managed Print Services Agreement with HP Inc., under the NASPO ValuePoint Master Agreement and California Participating Addendum, to maintain the established fixed-rate structure.

2. Authorize the City Manager to execute any future amendments to the Managed Print Services Agreement, as needed, during the renewal period.

COUNCIL GOALS:
- Operate in a businesslike manner by improving services through the effective use of technology.
- Operate in a businesslike manner by correcting problems immediately.

DISCUSSION:
In November 2020, the City of Fontana entered into a Managed Print Services Agreement with HP Inc. under the NASPO ValuePoint cooperative purchasing program. This agreement standardized print services across all City departments and provided comprehensive coverage for multifunction copiers and printers, including toner, supplies, maintenance, and support.

With the initial term completed, the City is renewing the agreement to maintain the established fixed-rate structure. Under the Maintenance Services and Support (MSS) program, services include toner and ink cartridges, maintenance kits, parts, preventative maintenance, and repairs to HP devices, remote monitoring software, and dedicated account management. Devices covered under the Essential Support (ES) program receive toner only, with repairs billed separately on a time-and-materials basis.

This renewal is piggybacking on the NASPO ValuePoint Master Agreement for Copiers and Managed Print Services (No. 187822) and the California Participating Addendum (No. 7-24-70-46-02). These cooperative purchasing agreements were competitively bid nationally and provide pre-negotiated pricing, contract terms, and favorable service levels to participating agencies, eliminating the need for a separate City solicitation.

The NASPO agreement specifically requires that maintenance agreements include all parts, labor,

preventative maintenance, and service calls for covered devices, and HP must guarantee availability of repair parts for at least five years after acceptance of any device. Service levels for Fontana locations include priority four-hour onsite response times, ensuring that critical City operations remain supported without extended downtime.

Renewing this agreement ensures continuity of reliable, citywide print services - covering supplies, repairs, preventative maintenance, and full service coverage - at predictable, competitively sourced rates that support the operational needs of all departments.

FISCAL IMPACT:
Funds for these contracted services are available in the Innovation and Technology Department FY25-26 Adopted operating budget 10226303.

MOTION:
Approve staff recommendation

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NASPO ValuePoint Master Agreement Terms and Conditions

For Multi-Function Devices and Related Software, Services and Cloud Solutions

A Contract for the NASPO ValuePoint Cooperative Purchasing Program
Acting by and through the **State of Colorado** (Lead State)

Department of Personnel & Administration
State Purchasing & Contracts Office
1525 Sherman Street, 5th Floor
Denver, Co 80203

And

HP Inc.
1501 Page Mill Road
Palo Alto, CA 94304

Master Agreement Number: 187822

DocuSign Envelope ID: 89386442-81F6-451D-BCAF-EBAEC48ECDCF

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MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1.1 **A3 MFD** - A Multi-function Device which is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.

1.2 **A4 MFD –** A Multi-function Device which is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.

1.3 **Acceptance** - A written notice from a Purchasing Entity to Contractor advising Contractor that the Device has passed its Acceptance Testing. Acceptance of a Product for which Acceptance Testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor, as set forth in Section IX of this Master Agreement.

1.4 **Accessory** – A compatible item that is added to the Base Unit to enhance its capabilities and functions.

1.5 **Attachment** – Contractor's Supplemental Documents which consist of the following:

1.5.1 Attachment 1 – HPFS Master FMV Lease Agreement

1.5.2 Attachment 2 – HPFS Master Lease Purchase Agreement

1.5.3 Attachment 3 – HP Maintenance Services Cost Per Copy Template

1.5.4 Attachment 4 – HP MPS SOW Template

1.5.5 Attachment 5 – HP Managed Supplies Delivery Agreement SOW Template

1.5.6 Attachment 6 – HP Maintenance Services Managed Cartridge Billing Template

1.5.7 Attachment 7 – HP State and Local Government and Education Customer Return Policy for Drop-Ship Equipment

1.6 **Authorized Dealer** – The Manufacturer's authorized sales and Service center (also known as a Dealer, Distributor, or Partner) that must be certified by the Manufacturer to sell the Manufacturer's Products, and perform machine installation and maintenance on Devices offered by the Manufacturer. A Purchasing Entity must be able to, at a minimum, visit the sales and service center to view and test Device.

1.7 **Base Unit** - The copier, printer, Scanner, Large/Wide Format and Production Devices that include all standard Accessories and parts and excludes optional Accessories and/or software.

1.8 **Blended Rate** - A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.

1.9 **Bronze Standard** - Devices which meet less than 50% of the 28 optional EPEAT criteria.

1.10 **Business Day** – Any day other than Saturday, Sunday, or a legal holiday.

1.11 **Buyout to Keep** - The early termination option on an FMV or Capital Lease that involves the acquisition of the Device by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Device Payments. An FMV Lease also includes

a discounted residual value in the Buyout to Keep amount.

1.12 **Buyout to Return** - The early termination option on an FMV, Capital or Straight Lease that involves the return of the Device by the Purchasing Entity to Contractor, in good working condition (ordinary wear and tear excepted), and consists of any current and past due amounts, plus the remaining stream of Device Payments.

1.13 **Capital Lease** - For the purposes of this Master Agreement, a Capital Lease shall also be referred to as a $1 Buyout Lease and title of the Device will automatically pass from the Contractor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership. However, it will be at the discretion of the Participating State or Entity as to whether other criteria will also be considered, such as a bargain purchase option, a lease term longer than 75% of the estimated economic life of the Device, or the present value of the lease payments is greater than 90% of the fair market value of the Device at the beginning of the Initial Lease Term, or any other legal requirements relating to a Capital Lease.

1.14 **Ceiling Pricing** - Pricing that is established as a “not-to-exceed” amount; the maximum price Contractor may charge for Products, Services, and Supplies.

1.15 **Contractor** - A party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

1.16 **Coterminous** - Two or more leases that end at the same time. The original lease payment is modified to reflect the addition of a new Device or Accessory. The original term of the lease is not modified as a result of a Coterminous addition.

1.17 **Deliverable** - A Product, Service, solution, result, labor, or other effort being sought through this RFP.

1.18 **Device** - The Base Unit, either with or without optional Accessories and/or software. May also be referred to as “Equipment.”

1.19 **Device Downtime** - The period of time that a Device is not operational and is waiting for Service to be completed.

1.20 **Device Payment** - The Device portion of the payment, less any Service, Supplies, and maintenance.

1.21 **Device Trade-In** - An agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity’s owned Device, often for a discounted amount.

1.22 **Device Upgrade or Downgrade** - A replacement of the Purchasing Entity’s existing leased Device, with a different Device, of either greater or lesser value. A new lease is then originated for the new Device, with the remaining lease payments on the old Device wrapped into it. The old lease is closed out, and the Device is returned to Contractor.

1.23 **Electronic Product Environmental Assessment Tool (EPEAT)** - A tool which evaluates and selects Device according to a list of preferred environmental attributes. EPEAT registered means Devices meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Device, as amended.

1.24 **Embedded Software** - One or more software applications which permanently reside on a computing Device.

1.25 **Energy Star** - The U.S. Environmental Protection Agency’s standard for energy efficiency.

1.26 **Fair Market Value (FMV) Lease** - A lease in which the Purchasing Entity can either 1)

Take title to the Device at the end of the Initial Lease Term by paying the residual value to Contractor, 2) Enter into a Renewal Term for the Device, or 3) Return the Device to Contractor at the end of the Initial Lease Term.

1.27 **Free on Board (FOB) Destination** - Contractor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity's specified location.

1.28 **Group** - The classification for the different types of Devices solicited in this RFP. Groups are determined by the Devices primary functions and/or capabilities.

1.29 **Initial Lease Term** - The length of time (i.e. 12, 18, 24, 36, 48, 60, 72, 84, 96, 108 or 120 months) that a Purchasing Entity enters into a lease agreement.

1.30 **Intellectual Property** - Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.31 **Large/Wide Format Equipment** - A Device that prints on a large paper via a variety of output options.

1.32 **Lead State -** The State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.33 **Legacy Device** – A Device that was purchased or leased either under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other means.

1.34 **Maintenance Agreement** - An agreement in which the Contractor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased or leased Devices.

1.35 **Managed Print Services (MPS)** - The management, service, and support of the Purchasing Entity's entire enterprise and output infrastructure of printed materials, with the objective of creating a solution that improves the print process and reduces the expense of printed material.

1.36 **Manufacturer** - A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Device. Also referred to as Contractor.

1.37 **Manufacturer's Suggested Retail Price (MSRP)** - The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.

1.38 **Master Agreement** - The underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.39 **Multi-function Device (MFD)** - A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.

1.40 **NASPO ValuePoint** - A division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

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1.41 **Newly Manufactured** - Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.

1.42 **Normal Business Hours** – Defined as the hours between 8AM and 5PM, Monday through Friday, holidays excluded.

1.43 **Not Specifically Priced (NSP)** - NSP items enhance or compliment the Device but are not listed in the Master Agreement Price List(s). NSP's may include Coin-Op equipment, empowering software etc.

1.44 **OEM** – The Original Equipment Manufacturer.

1.45 **Order** - Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS agreement/statement of work, Maintenance Agreement (i.e. maintenance services and support schedule), lease agreement etc. used by a Purchasing Entity to order the Products and Services.

1.46 **Participating Addendum –** A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.47 **Participating Entity -** A state (as well as the District of Columbia), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.48 **Participating State** - A state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.49 **Power Filter** - An electronic filter which is placed between an external power line and a Device for the purpose of removing frequencies or electromagnetic interference.

1.50 **Preventative Maintenance** - The servicing of a Device for the purpose of maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.

1.51 **Private Label** - Devices that are manufactured by one company and sold under a retailer's brand name.

1.52 **Product** – Devices, Accessories, parts, software, and/or Supplies provided by Contractor pursuant to the Master Agreement.

1.53 **Published Price** – The price that is posted on the Manufacturer's website or in their pricing literature (e.g. not the Master Agreement contract price).

1.54 **Purchasing Entity** - A state (as well as the District of Columbia), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

1.55 **Refurbished** - A Device which has received extensive maintenance and/or minor repair, including the replacement of all standard parts subject to wear during the normal course of use. For the purpose of this RFP and resulting Master Agreement(s), Refurbished Device shall not have more than 750,000 original copies on it. In addition, Refurbished Device must only contain OEM parts. Refurbished Device must be certified by the Manufacturer.

1.56 **Remanufactured** - The process of disassembling Devices known to be worn or defective

that can be reused or brought up to OEM specification by cleaning, repairing or replacing it in a manufacturing environment and then reassembling and testing it, so that it will operate like a new Device. Remanufactured Device must be certified by the Manufacturer.

1.57 **Renewal Term** - A lease term that supersedes the Initial Lease Term, and which a Purchasing Entity may enter into upon thirty (30) days prior written notice to Contractor. Each Renewal Term shall not exceed 12 months, the residual value of the Device, or the Useful Life of the Device. Capital Leases are excluded from going into renewal.

1.58 **Response Time** - The time from when the original Service Call is placed with the Contractor or Authorized Dealer, to when the Service technician arrives at the Purchasing Entity's location.

1.59 **Scanner** - A Device that scans documents and converts it into digital data.

1.60 **Segment** - The various speeds that Devices are categorized by.

1.61 **Services** – The labor required to be performed by Contractor pursuant to the Master Agreement or an Order. Services may include, but are not limited to, maintenance, MPS and software installation.

1.62 **Service Base Location** - The place of business where the Contractor or Authorized Dealer stores parts and provides training for service technicians.

1.63 **Service Call** - An on-site Service technician visit due to Device error or malfunction.

1.64 **Single-function Printer** - An inkjet or laser Device that only prints and is not capable of other functions such as copying, faxing or scanning.

1.65 **Straight Lease** - A type of agreement in which ownership is not an option and the Total Monthly Payment amount remains firm throughout the Initial Term.

1.66 **Supplemental Documents** – With the exception of software, end-user and click-wrap agreements, Contractor's Supplemental Documents are the only authorized documents under this Master Agreement and are attached hereto as Attachments.

1.67 **Supplies** - Consumable items that gets used up or are discarded once used, such as ink cartridges.

1.68 **Supporting Material** – May include the following Contractor documents: Product lists, hardware of software specifications, data sheets and their supplements, and published warranties. These documents may be available to Purchasing Entity in hard copy, or by accessing a designated website.

1.69 **Third Party** – A person or entity that may be directly involved, but is not a principal to an arrangement, contract, deal, lawsuit, or transaction.

1.70 **Total Monthly Payment** - The Device portion of the payment, as well as any Service, Supplies or maintenance, and less any applicable taxes.

1.71 **Useful Life** - Period during which a Device is expected to be usable for the purpose in which it was manufactured.

II. Parties and Term of the Master Agreement

2.1 **Parties.** This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "Lead State"), and HP Inc. (hereinafter called "Contractor"), for the procurement of A3 MFD's, A4 MFD's, Single-function Printers, Large/Wide Format Equipment, Scanners, Software, Consumable Supplies, Managed Print

Services, Software Related Services (including cloud-based offerings and web-based fleet management tools), and Specialty Printers as approved per this Master Agreement, for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State agree to the terms and conditions contained herein.

2.2 Initial Term. The initial term of this Master Agreement is for two (2) years, with an effective date of August 1, 2024. The term of this Master Agreement may be amended beyond the initial term for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.

2.3 Amendment Limitations. The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

III. Order of Precedence

3.1 Order. This Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA");

3.1.2 NASPO ValuePoint Master Agreement, including all Exhibits;

3.1.3 An Order issued against the Master Agreement;

3.1.4 The Solicitation, RFP-NP-23-001, Multi-Function Devices and Related Software, Services and Cloud Solutions;

3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and

3.1.6 Contractor's Supplemental Documents, which are included as Attachments.

3.2 Conflict. These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3.3 Participating Addenda. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement, nor will it include Products and Services not awarded under the Master Agreement.

IV. Participants and Scope

4.1 Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and

venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

4.3 Authorized Use. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

4.4 Obligated Entities. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 Notice of Participating Addendum. Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.6 Eligibility for a Participating Addendum. Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

4.7 Prohibition on Resale. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.8 Individual Customers. Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.1.1 Contractor shall report on all actual Equipment sales, and on actual Service and Supply sales for purchased and leased equipment.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual,

irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Contractor's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as

Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.6 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed ("celling") price to any Purchasing Entity.

6.1.1 MSRP/List Price discount percentages must be guaranteed throughout the term of the Master Agreement, including any renewal terms, however; Contractor may increase its discount percentage at any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Price List(s).

6.1.2 With the exception of Group C and Sub-Group C1 and C2 Devices, pricing must include all shipping, delivery, and installation costs associated with the Products.

Excess installation charges however, may be billable. Refer to section IV.E.5 of Exhibit A, Statement of Work, for more information.

6.1.3 Price Lists received after the 1st day of the new quarter may not be approved for up to thirty (30) days following submission. In addition, errors in Contractor Price Lists may delay the approval process further.

6.1.4 Contractor may update their lease rates once per quarter by providing the Lead State with documentation regarding said rate changes. Updates to lease rates will not be permitted until 8/1/2025.

6.1.5 Pricing shall remain firm during the first twelve (12) months of the Master Agreement (e.g. 8/1/2024 – 7/31/2025). Contractor may then update their pricing **once per calendar year**. All requested price increases must be sent to the Lead State and include documentation from Contractor which provides a detailed explanation for the increase. While there will not be any restrictions regarding direct and indirect cost increases, it will be at the Lead State's sole discretion to determine if the requested increase has a direct correlation to the Deliverables being offered under the Master Agreement. Price increases shall be allowed for all Products and all Services, including rate and fee structures on maintenance plans.

6.1.6 All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated. Contractor is not permitted to send Price List updates directly to NASPO ValuePoint.

6.1.7 All inclusive Cost Per Copy (CPC) programs may be offered upon request by the Participating State or Entity, but pricing must not exceed Master Agreement pricing. Contractor must provide the Participating State or Entity with their pricing breakdown which enables the Participating State or Entity to easily compare the pricing in the CPC structure against the pricing in the Master Agreement.

6.1.8 Contractor may offer state-wide promotional discounts, customer location specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity of special state-wide promotional discounts.

6.1.9 No retroactive adjustments to prices or rates will be allowed.

6.2 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card at the time or Order placement with no additional charge. For Products drop-shipped (a simple transactional purchase of hardware without installation, MPS or maintenance services), payments may be made via a purchasing card at the time of Order placement only. Contractor may suspend or cancel performance of open Orders or Services if a Purchasing Entity fails to make payments when due.

6.3 **Leasing or Alternative Financing Methods**. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. **Exhibit A, Statement of Work**, contains Leasing provisions; however, it shall be at the discretion of each

Participating State or Entity to accept these terms, reject these terms, or further negotiate the terms with the Contractor, as long as those negotiations don't fall outside the original scope of the RFP or the Master Agreement.

For example: *The maximum lease term on Group A Devices is 60 months; Contractor is not permitted to offer a lease term in excess of this.*

VII. Ordering

7.1 Order Numbers. Purchase Order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 Quotes. Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 Applicable Rules. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 Required Documentation. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 Term of Purchase. Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 Ordering and Invoicing Specifications. At the discretion of the Participating State or

Entity, all Orders pursuant to this Master Agreement, may contain the following:

7.6.1 Name of Purchasing Entity;

7.6.2 The name, phone number or email address, and address of Purchasing Entity representative;

7.6.3 Order date;

7.6.4 Description of the Product and/or Service ordered;

7.6.5 Model number;

7.6.6 Price;

7.6.7 The Master Agreement number; and

7.6.8 Any additional information required by the Participating State or Entity.

7.7 Contractor shall have the ability to accept procurement credit cards, and will not assess any additional charges or fees for processing payments via this method.

7.8 At the discretion of the Participating State or Entity, Contractor shall have the ability to provide a centralized billing option.

7.9 Authorized Dealers shall have the ability to invoice a Purchasing Entity directly, unless otherwise specified by a Participating State or Entity.

7.10 With the exception of drop-shipped items, Contractor and/or Authorized Dealers shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per **Section IX**.

7.11 Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or $200.00, unless otherwise specified in a Participating Addendum.

7.12 Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.

7.13 All software Orders shall reference the Manufacturer's most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.

7.14 Contractor, Third-Party leasing companies, and/or Authorized Dealers may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.

7.15 Contractor and/or Authorized Dealers shall have a process in place for resolving disputed invoices, including escalation procedures. In addition, Contractor and/or Authorized Dealers shall have a process in place for issuing refunds or credits due to invoicing errors, as well as over-payments and Product returns.

7.16 Internet-based Portal and Electronic Catalogs. If Contractor provides the ability to place an Order through an internet-based portal or electronic catalog, then Contractor shall maintain all necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog. In addition, Contractor shall adhere to the following requirements:

7.16.1 The internet-based portal or electronic catalog shall clearly designate that the Products are part of the NASPO ValuePoint Master Agreement, and shall link to the Participating State or Entity's designated web location;

7.16.2 All Environmentally Preferable Products (EPP) shall be clearly listed;

7.16.3 If Contractor's electronic catalog will either be hosted on or accessed through the Participating State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the Participating State or Entity in relation to hosting its catalog on or making its catalog accessible through that system;

7.16.4 All information made available through the Participating State or Entity's eCommerce system is accurate and complies with the Master Agreement and the Participating Addendum; and

7.16.5 Paper catalogs or other digital media catalogs must be supplied to the Participating State or Entity upon request.

7.17 Communication. All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.18 Substitutions. If an ordered Product is out-of-stock, Contractor shall notify the Purchasing Entity and request approval before substituting for the out-of-stock item. Contractor's request to substitute shall explain how the substituted Product compares with the out-of-stock item. Any substitute Product offered must be on the Contractor's Master Agreement Price List.

7.19 Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

7.20 Supplemental Documents. All Attachments to this Master Agreement have been reviewed and negotiated by the Lead State only to the extent that they comply with the terms and conditions of RFP-NP-23-001 as well as this Master Agreement. Participating States and Entities are still advised however, to review each Supplemental Document and negotiate the terms and conditions further with Contractor if necessary. It shall be at the discretion of Contractor and Purchasing Entity to determine which Supplemental Documents are appropriate for each Order type. With the exception of End User License Agreements (EULA's), clickwrap agreements, and any third party software agreements, which have not been reviewed or negotiated by the Lead State, nor are they attached to this Master Agreement, only the Supplemental Documents attached to this Master Agreement are permitted to be used for any Order placed.

VIII. Shipping and Delivery

8.1 Shipping Terms. All Products must be shipped F.O.B. destination, standard freight pre-paid by the Contractor, to the Purchasing Entity's specified location, unless otherwise indicated in a Participating Addendum.

8.1.1 Notwithstanding the above, and subject to section 8.5 and 8.6 below responsibility and liability for loss or damage will pass to the Purchasing Entity upon delivery of the Product, except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 Available Products. Devices that are in-stock or otherwise not subject to supply-chain shortages or issues, shall be delivered within thirty (30) calendar days after receipt of Order, unless otherwise specified by the Purchasing Entity.

8.3 **Required Updates**. Contractor shall provide a minimum of semi-monthly updates to the Purchasing Entity regarding the status of all Devices that are, or will be expected to go, on backorder.

8.4 **Software Installation**. Software related to the Device must be installed within five (5) Business Days of the Device installation, or as otherwise stated in an Order.

8.5 **Delivery Days and Receiving Hours.** All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State. The Purchasing Entity shall not be responsible for any additional charges should the Contractor fail to observe specific delivery days and receiving hours. The delivery days and delivery hours shall be established by each individual Purchasing Entity upon Order placement.

8.6 **Inside Deliveries.** All deliveries, with the exception of drop-shipped or desktop Devices, shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

8.7 **Packaging.** Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label. Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

IX. Inspection and Acceptance

9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 **Applicability.** Unless otherwise specified in the Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 With the exception of drop-shipped Devices, Purchasing Entity shall confirm delivery, installation and Acceptance of all Devices covered by each purchase or lease Order, by signing a Delivery and Acceptance Certificate (D&A), as referenced in **Exhibit B, Sample D&A Certificate**, which shows Acceptance of the Device(s) and allows Contractor to invoice for the Device(s).

9.4 Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Device is installed, or as otherwise stated in a Participating Addendum.

9.5 Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity; however, it does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Devices are put to use. Acceptance of such Devices may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Devices(s) rejected and returned, or for which Acceptance is revoked.

9.6 **Inspection.** All Devices are subject to inspection at reasonable times and places before

Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Contractor agrees to permit duly authorized agents and employees of the Lead State or other Participating or Purchasing Entities to enter Contractor's facilities for the purposes described in this section 9.6, during normal working hours with reasonable written notice, accompanied by duly authorized agents or employees of Contractor. The parties agree that Lead State or other Participating or Purchasing Entities will not be permitted access to any Contractor areas involved in research and development or that contain confidential, proprietary, trade secret documents/information, protected health information (PHI), or personally identifiable information (PII).

9.6.1 Devices that do not meet Contractor specifications may be rejected within the 5-day period specified in **section 9.5**. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.6.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Device rejected and returned, or for which Acceptance is revoked.

9.7 Failure to Conform. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.8 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Device meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.8.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Device is delivered or, if installed by Contractor, the day after the Device is installed and Contractor certifies that the Device is ready for Acceptance Testing.

9.8.2 If the Device does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.8.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Device still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Device from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.8.4 Contractor shall pay all costs related to the preparation and shipping of Device returned pursuant to the section.

9.8.5 No Device will be deemed Accepted and no charges will be paid until the standard

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of performance or specification is met.

X. Warranty

10.1 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 The warranty period shall begin upon Acceptance of the Products, and shall be for a minimum of ninety (90) days for purchased and leased Devices. This warranty shall be extended to all Devices acquired under the Master Agreement, including Remanufactured and/or Refurbished Devices.

10.3 Devices that are sold under the resulting Master Agreement will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.

10.4 Devices shall be in good working order, free from any defects in material and workmanship, and conform to Contractor specifications.

10.5 If defects are identified, per mutual agreement of Contractor and the Purchasing Entity, Contractor obligations shall be limited solely to the repair or replacement of Devices proven to be defective upon inspection.

10.6 Replacement of Devices shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.

10.7 Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.

10.8 Upon significant failure of a Device, the warranty period shall commence again for a minimum of ninety (90) days. Significant failure shall be determined by the Participating State.

10.9 Contractor warranty, service, and maintenance obligations shall not apply if:

10.9.1 The Device is installed, wired, modified, altered, or serviced by anyone other than Contractor and/or their Authorized Dealer;

10.9.2 If a defective or non-authorized Accessory, Supply, software, or part is attached to, or used in the Device;

10.9.3 The Device is relocated to any place where Contractor Services are not available;

10.9.4 Improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;

10.9.5 Improper system maintenance or calibration not performed by Contractor and/or their Authorized Dealer;

10.9.6 Failure or functional limitations of any non-Contractor software or Product impacting systems receiving Contractor support or Service;

10.9.7 Malware (e.g. virus, worms, etc.) not introduced by Contractor and/or their Authorized Dealer; and

10.9.8 Abuse (meaning care less than a reasonable person would take in use of a similar asset), negligence (as this term is legally defined), accident (damage that is not inflicted on purpose and is not caused by the normal wear and tear in use of a

product), fire or water damage, electrical disturbances, damage that takes place in or related to the transportation of a Product by a Purchasing Entity, or other causes beyond Contractor's control.

10.10 Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards. Purchasing Entity agrees to provide prompt notice of any such Service concerns and Contractor will re-perform any Service that fails to meet this standard.

10.11 It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the Contractor.

10.12 Lemon Clause

10.12.1 This clause shall apply to all Devices that are purchased or leased under the Contractor's Master Agreement.

10.12.2 This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Contractor.

10.12.3 The application period is thirty-six (36) months from the date of Acceptance.

10.12.4 This clause shall take precedence over any other warranty or Services clauses associated with the Contractor's Master Agreement, or as specified by a Participating State or Entity in their Participating Addendum.

10.12.5 A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.

10.12.6 Any Device that fails (except due to operator error) to function in accordance with the Manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a new Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.

10.13 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

XI. Equipment Title

11.1 Conveyance of Title. Contractor, or if applicable, Third-Party leasing company, shall have exclusive title to the Devices being delivered and the Devices shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:

11.1.1 Purchasing Entity up-front purchase of the Device;

11.1.2 Purchasing Entity exercising the purchase option at the end of an FMV Lease;

11.1.3 Expiration of a Purchasing Entity's Capital Lease; or

11.1.4 Purchasing Entity has secured Third Party financing and payment is being made directly to the Contractor by the Purchasing Entity.

11.2 Embedded Software. Transfer of title to the Device must include an irrevocable and

perpetual license to use any Embedded Software in the Device. If Purchasing Entity subsequently transfers title of the Device to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Device title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify, settle, and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property to the extent caused by any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product supplied under the Master Agreement, or its use, infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product; and

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. The Contractor shall promptly and reasonably investigate and defend any Intellectual Property Claim, and it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails its affirmative obligation to defend or settle the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. However, the Contractor must consent in writing to any settlement and any associated fees, costs, expenses, and monetary damages for which it may be responsible.

12.2.4 Unless otherwise set forth herein, **Section 12.2** is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.

13.2 Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

13.2.1 **Commercial General Liability** covering premises operations, Independent Contractors, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence, $2 million general aggregate, $2 million Products and completed operations aggregate and $50,000 and any one fire. If any aggregate limit is reduced below $2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.

13.2.2 **Cyber Liability** covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) with minimum limits of not less than $1,000,000 per claim and $2,000,000 aggregate.

13.2.3 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.2.4 **Automobile Liability** covering any auto (including owned, hired and non-owned), with a minimum limit of $1,000,000 each accident combined single limit.

13.3 Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that the insurer not revoke them until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

13.4 Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:

13.4.1 Includes the Participating States identified in the Request for Proposal as additional insured's, and;

13.4.2 Provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

13.5 Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within fifteen (15) days after any renewal date. These certificates of insurance must expressly indicate compliance with each insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.6 Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.

13.7 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.8 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.9 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.10 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.1.4 The disclosure of records in Participating States relating to Participating Addenda and Orders placed against the Master Agreement shall be governed by the laws of the Participating Entity that placed the Order. Records will be retained longer if required by Participating Entity's law.

14.1.5 Contractor will be advised with reasonable prior written notice of each audit. The parties will work together in good faith to establish an audit process that does not interfere with Contractor's ability to perform its obligations under this Master Agreement or any other agreement, or compromise any reasonable security processes or procedures. Contractor will provide the auditor with information reasonably required to affect the audit, provided however that Contractor reserves the right to impose limitation or require additional assurances from Participating Entity and its auditor as may be necessary to protect the Confidential Information of Contractor to the extent such limitations and assurances are not in conflict with Participating Entity's governing laws. In no event will Contractor be required to provide Participating Entity or its auditor with access to Contractor's internal Products/Services labor and cost data, or data related to employees or other customers of Contractor to the extent it is not in conflict with Participating Entity's governing law.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in

accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of **Section 14.2** would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, acts of war which are beyond that party's reasonable control, pandemics, or epidemics that would negatively impact supply chain distribution. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement. This clause does not absolve Purchasing Entity of their payment obligations for goods or services received. Past due account charges will not accrue until the conclusion of the Force Majeure event, at which point Contractor shall also be expected to resume their Service obligations.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) business days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public

crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations; and

14.8.3.5 Suspension of Contractor's performance.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, Contractor, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, Contractor, or Purchasing Entity must be in writing. Waiver by the Contractor, Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any

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contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The laws of the Lead State shall govern the construction and effect of this Master Agreement. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.

14.12.2 The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court ("USDC"). Pursuant to Fed. R. Div. P. 40, Assignment of Cases for Trial, the USDC shall give priority to actions entitled to priority by a federal statute.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT

*** Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.**

CONTRACTOR **HP Inc.**	STATE OF COLORADO **Jared S. Polis, Governor** Department of Personnel & Administration State Purchasing & Contracts Office Tony Gherardini, Executive Director
By: Colleen Lively Title: Contracts Specialist By: DocuSigned by: Colleen Lively 09E4AB089566415... *Signature	By: DocuSigned by: John Chapman EF45AFDEB51E414... John Chapman, State Purchasing Manager
Date: 11/30/2023	Date: 12/1/2023

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Master Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Nathan Manley 66856696CC1A43A...

Date: 12/4/2023

EXHIBIT A – STATEMENT OF WORK

I. Product Overview

A. Contractor is authorized to provide Products and Services in the following Groups and Sub-Groups:

1. Primary Products and Services:

Group	Products and Services
A	A3 MFD – *OEM only*
B	A4 MFD – *OEM and Non-OEM*
D	Single-function Printers – *OEM and Non-OEM*
E	Large/Wide Format Equipment – *OEM and Non-OEM*
F	Scanners – *OEM and Non-OEM*
G	Software – *OEM and Non-OEM*
H	Supplies (consumable) – *OEM and Non-OEM*
I	Managed Print Services

2. Ancillary Products and Services:

Sub-Group	Products and Services
G1	Software Related Services
D1	Specialty Printers (3D, receipt, barcode label, card, cable) – *OEM and Non-OEM*

B. Contractor may not provide Products that have not been approved by the Lead State, with the exception of NSP items, as referenced in **section II.B.3**.

C. Contractor may only offer Devices that meet the minimum requirements as outlined in **section II.A.**

D. Any Products added to the Master Agreement throughout the term of the Contract must be discounted according to the proposed discount for the appropriate Segment or as specified in **section II.A.4.**

E. Contractor may provide MPS under any Group, regardless of whether they have been awarded that Group. However, MPS may not be provided on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless Contractor has a written agreement with the Manufacturer to do so. Further, Contractor is not permitted to provide (e.g. sell or lease) Devices under any Group they have NOT been awarded.

F. Contractor may add, remove or modify Products and Services on their Price Lists **once per calendar month**, beginning in September 2024. Modifications do NOT include price increases. Refer to **section 6.1 of the Master Agreement Terms and Conditions** for information

regarding pricing.

G. Any Device additions must be updated with Buyer's Lab within ninety (90) days of submission to the Lead State. Failure to adhere to this requirement will result in the Device(s) being removed from the Master Agreement Price List(s) until such time they can be verified on Buyer's Lab. In addition, if a Device is acquired by a Purchasing Entity that is not listed on Buyer's Lab within 90 days of it being added to the Price List, then Contractor shall remove the Device from the Purchasing Entity location and substitute it with a Device of equal or greater value, at no charge to the Purchasing Entity. This substituted Device must be on the Price List, AND listed on Buyer's Lab.

II. Master Agreement Deliverables

A. Primary Product and Service Offerings

1. Group Categories. Segments shall be utilized to distinguish the various speeds of the Devices within Groups. The speeds are denoted in Page per Minute (PPM). The Segments for each Group are as follows:

Group A – MFD, A3	
Segment	**PPM**
2	20 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61 – 70
7	71 – 90

Group B – MFD, A4	
Segment	**PPM**
1	Up to 20
2	21 - 30
3	31 - 40
4	41 - 50
5	51 - 60
6	61+

Group D – Single-function Printers	
Segment	**PPM**
1	Up to 20
2	21 – 40
3	41 – 60
4	61+

Group E – Large/Wide Format Equipment			
Segment	**A1 or D Size PPM***	**Width – Office**	**Width - Industry**
Low	0 – 3	24” – 44”	46” and higher
Medium Low	4 - 9	24” – 44”	46” and higher
Medium High	10 - 19	24” – 44”	46” and higher
High	20+	24” – 44”	46” and higher

*Speeds denoted above are based on b&w output

Group F - Scanners	
Segment	**PPM**
1	10 – 29
2	30 – 49
3	50 – 69
4	70 – 89
5	90 – 110
6	111 – 130
7	131+

2. **Device Configurations.** Devices must be equipped, at a minimum, with the following Accessories/capabilities:

2.1 Group A – MFD, A3

a. New power filter;

b. Duplex for Segment 3 and above;

c. Standard paper drawer(s) equal to or greater than:

i) One (1) paper supply for Segment 2;

ii) Two (2) paper drawers for Segments 3 and 4; and/or

iii) 2,000 sheet paper capacity for Segments 5 and above.

iv) Paper size capacity up to 11” x 17”; and

v) Bypass paper supply, if applicable for Segment.

2.2 Group B – MFD, A4

a. New power filter;

b. Bypass paper supply;

c. Standard paper drawer(s) equal to or greater than:

i) One (1) paper supply for Segments 1 and 2;

ii) Two (2) paper drawers for Segments 3 and 4; and/or

iii) 1,000 sheet capacity for Segments 5 and above.

d. Paper size capacity up to 8 1/2” x 14”; and

e. Envelope adjustment capability.

2.3 Group D – Single-function Printers

a. Must include an inkjet, light emitting diode (LED), or laser print engine;

b. Standard paper drawer(s);

c. Standard paper capacity; and

d. Network connectivity.

2.4 Group E – Large/Wide Format Equipment

a. Hard-Disk drive;

b. Network connectivity;

c. Touch screen control panel; and

d. Automatic Media Selection – a built-on sensor detects the size of the original and the proper media size is then selected.

2.5 Group F – Scanners

a. Charge-Coupled Device (CCD) or Contact Image Sensor (CIS);

b. Automatic Document Feeder (ADF);

c. Letter or legal paper size capacity;

d. Color depth of at least 24 bytes; and

e. Single pass duplex scan.

3. Device Standards. Devices must meet the following requirements:

3.1 Group A Base Units are OEM only.

3.2 Group A and Group B must be EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List.

3.3 Group D must be Energy Star compliant or EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List.

3.4 Group E must be Energy Star compliant and registered within one (1) year of being added to the Master Agreement Price List.

3.5 If Contractor Devices fail to meet the EPEAT Bronze Standard, or be Energy Star compliant (applicable to Group D and E Devices only) within one (1) year, then they will be removed from the Price List. If said Devices have already been placed at a Purchasing Entity's location, then Contractor must replace the Devices with a comparable, qualified model, at no cost to the Purchasing Entity.

3.6 All Devices must be Newly Manufactured, current, Remanufactured, or Refurbished, except as specified in a Participating Addendum. Discontinued Devices are not permitted to be offered under the Master Agreement.

3.7 Devices, when installed, and if available, must be set-up to receive automatic

software updates and patches.

3.8 Device specifications must be published on the Contractor website.

3.9 MSRP must not exceed what is listed with Buyers Laboratory Inc., or List Price must not exceed what is published on the Manufacturer's website.

3.10 Devices must maintain a PPM speed, according to Segment classification.

3.11 Devices must be compatible with using recycled paper, up to and including, 100% Post-Consumer Waste (PCW) paper. Contractor may not fault the use of recycled paper for Device failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper).

4. Device Exceptions

4.1 Group B, Group D, Sub-Group D1, Group E, and Group F will not be restricted to OEM, and do not have to be Private Labeled.

4.2 Group F is not required to be EPEAT registered or Energy Star compliant.

4.3 Digital Duplicators may be offered by Contractor under Group A, and must be priced based on the minimum discount offered in the Segment to which they most closely relate.

4.4 Under Group E, Contractor may offer Large/Wide Format Equipment that accommodates **all** paper sizes. Pricing shall be based on the discount offered for the Segment in which the Device belongs.

5. Accessories

5.1 Contractor shall provide OEM and/or Third Party compatible Accessories that compliment or enhance the features of the Device.

5.2 Contractor may also maintain a separate price list for Accessories for Base Units that have been discontinued. The pricing must be based on the same discount offered, per the 'Discount from MSRP' tab, on the applicable Group Price List.

5.3 Purchasing Entities may add Accessories to Devices that have been purchased, leased or rented under prior NASPO ValuePoint Master Agreements, as well as via any other means. If the Device is currently being leased or rented, Purchasing Entity must obtain Contractor approval to add Accessories. Purchasing Entities shall also be advised that obtaining Accessories from a Third Party and not the Contractor or their Dealer may void certain warranty or maintenance agreement provisions.

6. Group G - Software

6.1 May be provided by Contractor to enhance the capabilities of the Devices, or may be provided as a standalone option on any owned or leased Device.

6.2 Software pricing for unique designs or complex configurations will be quoted on a case by case basis.

6.3 Contractor may provide OEM and/or Third Party software.

6.4 All software drivers shall be, at a minimum, Windows 10 compliant, and all Devices must have universal software drivers.

6.5 Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software, provided such terms do not contradict the language in the Master Agreement, and unless otherwise stated in a Participating Addendum.

6.6 Software Subscriptions

a. Software pricing shall be inclusive of available software patches and any updates.

b. Purchasing Entities shall have the option to finance software subscriptions by utilizing the proposed lease rates.

c. Any new releases of software versions (upgrades) shall be chargeable to the Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade, unless installation is excessive, and charges are agreed to by Purchasing Entity.

d. License fees and support fees shall remain firm throughout the term of the agreement.

e. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order.

f. Contractor shall be responsible for communicating all updates, patches, and new releases/versions to Purchasing Entities.

g. Contractor shall provide a web-based or toll-free hotline during Normal Business Hours for Purchasing Entities to report software problems or answer software related questions.

7. Group H – Supplies (consumable)

7.1 Contractor may offer OEM or compatible Ink and Roll paper for Group E Devices. The Ink and/or paper may be purchased as standalone items, and will not be included as part of a Maintenance Agreement, nor will it be wrapped into the Total Monthly Payment on a lease agreement.

7.2 Contractor may offer OEM or compatible consumable Supplies for Groups A, B, D and F, as well as Sub-Group D1. These Supplies may be purchased as standalone items or included as part of a Maintenance Agreement. Under no circumstances may the Supplies, regardless of quantity, be financed, unless they are start-up Supplies. All compatible Supplies must meet OEM standards for performance and quality. The Supplies that may be offered are:

a. Toner;

b. Staples;

c. Ink;

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d. Print Cartridges;

e. Imaging Drums;

f. Fuser Kits;

g. Cleaning Kits;

h. Transfer Kits;

i. Waste Toner Bottles;

j. Fuser Oil;

k. Ozone Filters;

l. Ribbon;

m. Developer;

n. Rollers and Pads; and

o. Maintenance Kits.

7.3 Toner must be free of carcinogenic, mutagenic, or teratogenic substances, and should avoid petroleum inks and inks with high volatile compounds. Toner cartridges should also be remanufactured, contain recycled content, **or** be bio-based.

7.4 Contractor shall provide the Purchasing Entity with a method to return the empty toner cartridges at no additional charge.

8. Service Offerings

8.1 Group I - Managed Print Services

a. The main components of an MPS engagement are needs assessment, selective or general replacement of Devices, and the Service, parts and Supplies needed to operate the new and/or existing Devices, including existing Third Party Devices as owned by the Purchasing Entity. The Contractor tracks how the Device fleet is being used, the problems associated with that use, and customer satisfaction in regards to meeting statement of work objectives.

b. In addition to the ongoing monitoring and management of a fleet of Devices, Contractor must also offer project implementation Services, and customer help-desk support and training.

c. Contractor may also offer hourly Services for consulting purposes, project management, change management plans, and other staffed Services which meet customer needs such as to operate copy centers or complete back file scanning projects.

d. MPS may also include enterprise content management Services and workflow optimization components, such as scanning and document capture solutions, developing custom applications for smart MFDs that automate paper-intensive document workflows and route scanned pages to document

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management systems. It can also be extended to include the restructuring of document workflows. Some MPS engagements may be designed to improve document security or to reduce print volumes and power consumption for environmental reasons.

e. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format referenced in **Attachment 4, HP MPS Sow Template**, and it must be approved by both parties prior to the initiation of any engagement.

f. Any MPS engagement shall include the following:

- **i)** **Free Initial Assessment** (includes, but is not limited to: document workflow; identification of Service, Supplies, and parts; current output; total cost of ownership; employee to Device ratio; preliminary estimated cost savings);
- **ii)** **Implementation** (e.g. plan development; hardware and software installation and set-up);
- **iii)** **Remote Device Monitoring** (e.g. job accounting; automated meter reads; automated toner replenishment);
- **iv)** **End-user Support** (e.g. training; Help Desk); and
- **v)** **Account management** (e.g. reporting; invoicing; customer business reviews).

g. The MPS engagement may include, but is not limited to, the following:

- **i)** **Professional Services** (e.g. consulting; project management; record management; network and data security; document workflow consulting; document scanning; back-file conversion; mail-room Services);
- **ii)** **Cost-based Assessment** (e.g. asset mapping; end-user survey; detailed recommendation; analysis and plan design);
- **iii)** **Change Management;**
- **iv)** **Maintenance** (e.g. Preventative Maintenance; Service and repair; on-site break/fix; parts management; warranty management);
- **v)** **Ongoing Fleet Management and Optimization** (e.g. consumable spend; continual assessments; green initiatives; add/move/change Services; disaster recovery).
- **vi)** **Software and Cloud Solutions** (e.g. mobile print, pull-print, enterprise content management; automated workflow; capture and route; security); and
- **vii)** **Cartridge Recycling**.

h. The free initial assessment shall not constitute a commitment on behalf of the Purchasing Entity. Upon request from a Purchasing Entity, Contractor must provide the assessment with the understanding that the Purchasing Entity is

under no obligation to enter into an MPS engagement.

i. MPS pricing and billing options shall be flexible and the Purchasing Entity will drive the complexity of the solution required with a staged approach to implementation.

8.2 Maintenance Agreements. No Maintenance Agreement shall be subject to automatic renewals.

a. Pricing

i) Pricing must include a zero base, cost per click rate for b&w and/or color for Groups A, B, and D.

ii) Pricing for a monthly base charge, a set copy allowance and an overage rate for b&w and/or color may also be provided.

iii) Pricing for a monthly base charge, a set copy allowance, an overage rate for b&w and/or color, and Supplies may also be provided.

iv) Flat Rate Fee pricing must be provided that includes all parts, labor, Preventative Maintenance, and Service Calls for Groups A, B, and D. Supplies may or may not be included.

v) Pricing for ALL Groups may also be provided that includes all parts, labor, Preventative Maintenance (if applicable), and Service Calls, but excludes Supplies.

vi) Paper and ink for Group E Devices shall not be included as part of the Service and Supply pricing.

vii) Contractor may increase their Service and Supply pricing to include staples (if applicable to the Device).

viii) Contractor may provide a flat rate fee without staples, and a flat rate fee with staples. All flat rate fees shall allow for an annual increase of up to 5%.

ix) Contractor may charge flat rate fees for Services performed on any Accessories.

x) Service Calls due to misuse, neglect or abuse shall not be covered by the Maintenance Agreement, and Contractor and Authorized Dealers may bill the Purchasing Entity at an hourly rate for Services rendered.

xi) 11”x17” impressions may be counted as one (1) click or two (2) clicks on Group A Devices.

xii) A two-sided document shall be counted as two (2) clicks.

xiii) Contractor must not charge for scans on any MFD.

b. Initial Term

i) Pricing shall remain firm for the initial term of the Maintenance Agreement (e.g. 24, 36, 48 months etc.). Upon renewal of the Maintenance Agreement, Contractor may adjust the pricing, as long as the pricing does not exceed Master Agreement rates.

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ii) For leased Devices, the total Maintenance Agreement term shall be equal to the term of the lease (e.g. 24, 36, 48 months etc.).

iii) For purchased Devices, the initial term is determined by the Purchasing Entity, as long as it does not exceed 60 months on Group A, Group B, Group D, Sub-Group D1, Group E, and Group F Devices.

c. Renewal Term

If a Purchasing Entity wishes to renew a Maintenance Agreement for Devices that were acquired under prior Master Agreement (RFP-NP-18-001) or Master Agreement (3091), then **section II.A (9.2)(h)** shall apply.

d. Blended Rates

i) Contractor must have the ability to blend the Service and Supply costs over a large Device fleet, and the Blended Rate must cover all units in the fleet.

ii) The Blended Rate must be divided between b&w and color.

iii) Contractor shall provide the Purchasing Entity with the Blended Rate calculation prior to Order placement.

iv) Utilizing a Blended Rate shall be at the discretion of the Participating State or Entity, and/or the Purchasing Entity.

e. Manual Meter Reads

i) Contractor must have an electronic method for collecting meter reads from a Purchasing Entity.

ii) Meter reads may be submitted via the Contractor's online portal, or through email, or facsimile.

iii) A Participating State or Entity may also elect, at their discretion, to submit meter reads through the Device.

f. Customer Owned Devices

i) Purchasing Entities may elect to enter into a Maintenance Agreement for Devices they already own, or Devices they acquire through an up-front purchase.

ii) The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included.

g. Leased Devices

i) Contractor shall be required to provide a Maintenance Agreement on all Devices that are leased by a Purchasing Entity.

ii) The Maintenance Agreement shall be priced based on a cost per click rate, or a monthly base charge.

h. Legacy Devices

i) Upon request from the Purchasing Entity, Contractor may provide a

Maintenance Agreement on any Device that is owned or was leased or rented through Master Agreement (RFP-NP-18-001), Master Agreement (3091), or via any other means, providing the following conditions are met:

1) The Device has not reached the end of its Useful Life;

2) The maximum term of the Maintenance Agreement does not exceed the Useful Life of the Device, unless otherwise specified in a Participating Addendum; and

3) The Maintenance Agreement adheres to the same requirements as outlined in **sections II.A (9.2)(f)** and **II.A (9.2)(g)**.

ii) Devices that were previously serviced by another Dealer or Manufacturer must be inspected and repaired, if necessary. Upon mutual agreement, Contractor may charge Purchasing Entity for any parts and/or labor required to bring the Device up to acceptable maintenance levels.

iii) If the Device has been at the Purchasing Entity's location for less than five (5) years, then Maintenance Agreement pricing shall not exceed the new Master Agreement pricing, until the Purchasing Entity reaches the five (5) year mark. Refer to **section II.A (9.2)(h)(iv)** below for additional information.

iv) If the Device has been at the Purchasing Entity's location for more than five (5) years, then Maintenance Agreement pricing shall not exceed 120% of the Service and Supply pricing in the new Master Agreement.

B. Ancillary Product and Service Offerings

1. Sub-Group Categories. The following Products and Services are sub-groups of the Primary Product and Service Offering Groups.

1.1 Sub-Group G1 – Software Related Services. This is a sub-group of Group G – Software. This sub-group shall include, but not be limited to, the following Services:

a. Cloud-based scanning (software as a service, enterprise content management); and

b. Industrial Print solutions (back-file conversion, enterprise content management).

1.2 Sub-Group D1 – Specialty Printers. This is a sub-group of Group D – Single-Function Printers. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

a. Barcode labels;

b. High Volume Inkjet;

c. 3D Printers;

d. Receipt printers;

e. Card printers; and

f. Cable printers.

2. Sub-Group Category Discounts. Products in Sub-Group D1 must be discounted at a minimum of 5% for OEM and a minimum of 2% for Non-OEM, unless such discounts would exceed the discount amount offered for OEM and Non-OEM within Group D.

3. Open Market Items

3.1 Contractor may offer Not Specifically Priced (NSP) items that compliment or enhance the Devices and/or Services offered under the Master Agreement. NSP items will **not** include:

a. Interactive White boards;

b. Computers, monitors, or other related hardware items;

c. Fax machines;

d. Kiosk machines;

e. Overhead Projectors; and

f. Cameras.

3.2 NSP items may only be acquired through the Contractor or their Authorized Dealer and must be reported quarterly with all other sales under the Master Agreement.

3.3 NSP items must be priced at a minimum discount of 15% from MSRP or List Price.

3.4 NSP items may be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

3.5 It shall be at the discretion of the Participating State or Entity to allow Open Market Items in their Participating Addendum.

4. Emerging Technologies

4.1 Upon approval from the Lead State, Contractor may add new, related technology to the resulting Master Agreement.

4.2 Technology is not restricted to OEM, nor is it required to be Private Labeled.

4.3 Any new technology that a Contractor requests to add to their Price List must contain a full description of the Product, the MSRP and pricing information, and an explanation/justification as to how the Product conforms to the requirements of the RFP and Master Agreement.

4.4 Any new technology must be priced according to the lowest discount offered for any Product under the Master Agreement. No discount or a 0% discount does not qualify as a “lowest” discount.

III. Purchase and Lease Programs

A. Acquisition Methods. Contractor may offer the following:

Financial Vehicle	Standard Terms Offered
Purchase	N/A
Fair Market Value Lease	24, 36, 48 and 60 months
Capital Lease	
Straight Lease	

1. All Devices on Contractor's Price List may be purchased or leased, either as a packaged-deal, or stand-alone item.

B. Device Trade-In

1. A Purchasing Entity shall have the option, at the Contractors sole discretion, and based upon Participating State or Entity regulations and laws, and Purchasing Entity policies, to do a Device Trade-In, when placing a purchase or lease Order.

2. The value for the Device Trade-In shall be negotiated by the Purchasing Entity and the Contractor, and shall not include any disposal or shipping fees.

C. Lease Rates

1. Contractor may elect to include property tax in their lease rates, or they may bill the Purchasing Entity separately for property tax.

2. Once a Purchasing Entity enters into a lease agreement, the lease rate must remain fixed throughout the Initial Lease Term, regardless of whether the Contractor had increased their lease rates in the Master Agreement Price Lists. If Contractor has decreased their lease rates in their Price Lists, then they may extend that lower rate to the Purchasing Entity.

3. Device Payments for Renewal Terms must never exceed Master Agreement pricing.

4. If a Purchasing Entity enters into a Renewal Term, then the Device Payment will be subject to the lease rates listed in the most recent Price Lists posted on the NASPO ValuePoint website.

5. Contractor may update lease rates on a quarterly basis to allow for changes in the financial market. The rates must be indexed against the US Daily Treasury Yield Curve Rates, or a comparable index, and must be the rate in effect at the end of each calendar quarter.

6. Lease rates must be proposed as a decimal multiplying factor in such a manner that the purchase price of the Device may be multiplied by the lease rate to arrive at the resulting monthly Device Payment. Proposed rates must include the following information:

6.1 The Daily Treasury Yield Curve (or comparable index) Rate;

6.2 The date used for the Daily Treasury Yield Curve (or comparable index) Rate;

a. The fixed margin for each lease type being proposed, and how that margin is determined; and

b. The methodology for determining the 48 month base rate if a 4-year rate is not published.

6.3 Contractor must offer Coterminous lease rates to any Purchasing Entity wishing to add Products to an existing lease agreement. The calculation for the Coterminous

lease rates must adhere to the following methodology:

***For example**: A customer enters into a 36 month FMV Lease, and 12 months into that lease, they decide to add an Accessory to the Base Unit. The Contractor shall divide the 36 month cumulative Device Payment by 24 months to arrive at the monthly Coterminous payment for that Accessory. That payment will then be added to the existing Device Payment. The new Total Monthly Payment must then be disclosed to the Purchasing Entity.*

D. Leasing Overview

1. All lease programs shall remain with the Contractor or Authorized Dealer through an in-house leasing program, or through the financial branch or subsidiary of Contractor. In addition, Contractor and their Authorized Dealer may use Third Party leasing companies, however; all Third Party leasing company documents must be reviewed and approved by the Lead State and said documents must be incorporated into the Master Agreement before any Participating State, Participating Entity, or Purchasing Entity can use them. It will be at the discretion of the Participating State, Participating Entity, or the Purchasing Entity as to whether billing shall be in the name of Contractor, Authorized Dealer or Third Party leasing company. All contractual obligations however, will still be the responsibility of the Contractor.

2. A Purchasing Entity may lease Devices pursuant to the terms and conditions in this Master Agreement, and according to the requirements listed in their states' Participating Addendum.

3. Lease agreements shall not be subject to automatic renewals. This is non-negotiable in any Particpating Addendum or Order.

4. A lease agreement issued prior to the termination of the Master Agreement and Participating Addendum, shall survive the termination of the Master Agreement and the Participating Addendum, and all terms and conditions of the Master Agreement and Participating Addendum shall continue to apply.

5. With the exception of a $1 Buyout Lease arrangement, or unless exercising the purchase option on an FMV Lease, a Purchasing Entity shall return the Device at the end of the Initial Lease Term, or at the end of the Renewal Lease Term, or the Contractor may pick the Device up, without any further financial obligations to the Purchasing Entity.

6. Device pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term.

7. Device returns must be performed within thirty (30) calendar days after the Contractor or Authorized Dealer provides return shipping instructions to the Purchasing Entity.

8. If Purchasing Entity fails to make Device available for pickup after thirty (30) calendar days, then Contractor or Authorized Dealer may bill the Purchasing Entity, at the total monthly payment amount for such Device, for each month that the Device remains at Purchasing Entity's location. Contractor or Authorized Dealer is not permitted to bill the Purchasing Entity for failure of Contractor or Authorized Dealer to pickup the Device when Purchasing Entity has made it available.

9. Contractor and/or Authorized Dealers shall be responsible for all Device pickup and return costs.

10. The maximum term on any Initial Lease Term shall be 60 months.

11. The length of a Renewal Term shall be at the discretion of the Participating State or Entity, but at no time shall the Renewal Term exceed the Useful Life of the Device.

12. All Renewal Terms shall be billed on a monthly basis.

13. If a Purchasing Entity elects to enter into a month to month Renewal Term, they may cancel at anytime, without penalty, by giving Contractor thirty (30) days advance, written notice.

14. If a Purchasing Entity elects to enter into a 12-month Renewal Term, the Renewal Term will automatically terminate at the end of the 12-month period, unless the Purchasing Entity has notified the Contractor that they wish to enter into a new Renewal Term. If a Purchasing Entity wants to cancel their 12-month Renewal Term early, then early termination fees shall apply, and will be equivalent to the remaining stream of equipment payments only (i.e. less maintenance).

E. Leasing Options

1. FMV Lease

1.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 24, 36, 48, or 60 months for Group A, Group B, Group D, Sub-Group D1, Group E and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity.

1.2 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:

a. Exercise their purchase option;

b. Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or

c. Return the Device to the Contractor, or have the Contractor pick the Device up.

2. Capital Lease ($1 Buyout Lease)

2.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 24, 36, 48, or 60 months for Group A, Group B, Group D, Sub-Group D1, Group E and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity.

2.2 Upon the expiration of the Initial Lease Term, the Contractor shall provide title to the Device to the Purchasing Entity, or as otherwise determined in a Participating Addendum or an Order, and the Purchasing Entity shall not be subject to any additional expense in order to assume possession of the Device.

3. Straight Lease

3.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 24, 36, 48, or 60 months for Group A, Group B, Group D, Sub-Group D1, Group E and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity.

3.2 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:

a. Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or

b. Return the Device to the Contractor, or have the Contractor pick the Device up.

F. Leasing Terms and Conditions

1. Possession and Return of Leased Devices

1.1 The Purchasing Entity is responsible for risk of loss to the Devices while the Devices are in Purchasing Entity's possession. Purchasing Entity shall be relieved of all risks of loss or damage to the Devices during periods of transportation and de-installation.

1.2 Contractor or Authorized Dealer must notify a Purchasing Entity, in writing, of their End of Term (EOT) options at least sixty (60) days prior to the end of any Initial Lease Term. Such notification may include, but not be limited to, the following:

a. Any acquisition or return options, based on the type of lease agreement;

b. Any renewal options, if applicable; and/or

c. Hard drive removal and surrender cost, if applicable.

1.3 If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Device, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Device, the Initial Lease Term shall be terminated on the date as stated in the Order and removal of the Device will be mutually arranged, unless otherwise specified in an Order.

1.4 If the Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Device available to Contractor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.

2. Payment. The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Device(s), or such later date as Contractor may designate. The remaining payments will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order.

3. Buyout to Keep Option. A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Keep option on an FMV or Capital Lease. A Buyout to Keep option is not available on a Straight Lease.

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4. **Buyout to Return Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV or Straight Lease, and return the Device to the Contractor in good working condition (ordinary wear and tear excepted).

5. **Device Upgrade or Downgrade**. A Purchasing Entity may do a Device Upgrade or Downgrade on a lease at anytime throughout the term of the lease agreement. The Purchasing Entity and the Contractor shall negotiate the price of the Device Upgrade or Downgrade, but at no time shall the total cost of the Device Upgrade or Downgrade be less than the remaining stream of Device Payments.

6. **Non-appropriation of Funds.** The continuation of any lease agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease agreement, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.

7. **Assignment.** Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Device or any lease agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld).

   7.1 Purchasing Entity agrees that Contractor may not sell or assign any portion of Contractor's interests in the Device and/or these Lease Terms or any Order for leases, without notice to Purchasing Entity even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as Contractor assigns to them, but none of Contractor's obligations (Contractor will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Purchasing Entity may have against Contractor.

   7.2 No assignment to an Assignee will release Contractor from any obligations Contractor may have to Purchasing Entity.

8. **Early Termination Charges**

   Except in the case of Non-appropriation of funds, FMV, $1 Buyout, and Straight Leases shall be subject to an early termination charge, and shall involve the return of the Device (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Device, the termination charge shall not exceed the balance of remaining Device Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining Maintenance Agreement term, whichever is less.

9. **Default.** Each of the following is a "default" under these lease terms:

   9.1 Purchasing Entity fails to pay any payment or any other amount within forty-five (45) days (or as otherwise agreed to in a Participating Addendum) of its due date;

   9.2 Any representation or warranty made by Purchasing Entity in these lease terms is false or incorrect and Purchasing Entity does not perform any of its obligations under these lease terms, and this failure continues for forty-five (45) days (or as

otherwise agreed to in a Participating Addendum) after Contractor has notified Purchasing Entity;

9.3 Purchasing Entity or any guarantor makes an assignment for the benefit of creditors;

9.4 Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor's assets; or

9.5 Purchasing Entity stops doing business as a going concern or transfers all or substantially all of Purchasing Entity's assets.

10. Remedies. If a Purchasing Entity defaults on a lease agreement, then Contractor, in addition to, or in lieu of, the remedies set forth in the Master Agreement, and Participating Addendum, may do one or more of the following, at the discretion of the Participating State or Entity:

10.1 Cancel or terminate any or all Orders, and/or any or all other agreements that Contractor has entered into with Purchasing Entity;

10.2 Require Purchasing Entity to immediately pay to Contractor, as compensation for loss of Contractor's bargain and not as a penalty, a sum equal to:

a. All past due payments and all other amounts payable under the lease agreement;

b. All unpaid payments for the remainder of the lease term, discounted at a rate equal to three percent (3%) per year to the date of default; and

c. Require Purchasing Entity to deliver the Device to Contractor per mutual arrangements.

IV. Contractor Responsibilities and Tasks

A. Service Requirements

1. Technicians. All technicians must be factory trained by the OEM and certified to Service the Devices.

2. Standard Service Levels. Participating States and/or Entities may negotiate their own Service Level Agreement (SLA) with the Contractor. The SLA, must, at a minimum, adhere to the following requirements:

2.1 End-User Training

a. Purchasing Entity may request an initial one-hour training session for each Device ordered under the Contract. Contractor shall provide this initial training, free of charge, via one of the following delivery methods: On-site, web-based, or on-line. The delivery method selected for each Device will be at Contractor's sole discretion. Purchasing Entity should be advised that while this initial one-hour of free training shall be provided by Contractor at Purchasing Entity's request, Contractor will not provide substitutions (e.g. free supplies, deeper discounts, etc.) in lieu of this training.

b. Purchasing Entity may also request an additional one-hour training session

for technical support, which shall include network connectivity and print driver installation. This additional training shall be provided via a delivery method mutually agreed upon by Contractor and Purchasing Entity, and at a mutually agreed upon price.

c. If Purchasing Entity elects to exercise the training option, then Contractor shall provide the training within ten (10) Business Days of Purchasing Entity's request.

d. Contractor may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agreed upon, prior to Order placement.

e. Contractor must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Device independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agree upon, prior to Order placement.

f. Contractor shall provide Device literature, user-manuals, and access to on-line resources, if available, at no charge to the Purchasing Entity.

g. For Groups A, B, D, E, and Sub-Group D1, Contractor shall provide a no charge, toll-free end-user technical support number that Purchasing Entities can utilize for everyday minor troubleshooting (i.e. this does not include network connectivity or print driver installation). A Purchasing Entity must be able to obtain assistance during Normal Business Hours.

h. Contractor shall provide phone/technical support within two (2) hours of Purchasing Entity's request for assistance, providing such request, and subsequent support, falls within normal business hours.

2.2 Preventative Maintenance. Contractor must perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. Preventative Maintenance shall not be a requirement on desktop Devices.

2.3 Device Performance

a. Device Downtime shall be computed from the time the Contractor is notified of Device failure until the time in which the Device is fully operational.

b. Device Downtime due to lack of consumable Supplies is not acceptable.

c. Contractor must provide daily communication to the Purchasing Entity regarding inoperable Devices, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.

2.4 Loaner Device. If any Device in Group A or Group B is inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide the Purchasing Entity with:

a. A loaner Device of similar speed and capabilities until such time as the

inoperable Device is now operable; or

b. At the discretion of the Participating State or Entity, provide the Purchasing Entity with off-site manned production capabilities, at the sole cost to the Contractor, to accomplish the work of the Device that is inoperable.

2.5 Repair Parts

a. Contractor shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity's Acceptance of any Device.

b. All Device components, spare parts, application software, and ancillary Devices that are supplied under any resulting Master Agreement, must conform to Manufacturer specifications.

c. Contractor shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.

d. Repair parts may be new, reconditioned, reprocessed or recovered.

2.6 Service Zones

a. Unless otherwise specified in a Participating Addendum, Contractor shall adhere to the following Service Call Response Times based on the distance that their Service Base Location is from the Purchasing Entity:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 – 5 Business Days

b. Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Contractor arriving at Purchasing Entity's location, with the following exception:

i) If Contractor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days.

c. Contractor may charge different rates according to each Service Zone.

2.7 Service Logs

a. Contractor shall maintain a Service log which describes the maintenance and repair Services provided for each Device.

b. A no-cost copy of Service logs/reports must be provided to the Purchasing Entity or Participating State or Entity, within five (5) Business Days of the request.

2.8 Device Relocation

a. Device relocation Services include dismantling, packing, transporting, and re-installing Device.

b. Contractor may charge for this Service based on the following table:

Service Zone	Distance from current placement of Device	Charge
1	Within the same building	No Charge Allowed*
2	Up to 50 miles from building in which Device is currently placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device is currently placed	Flat Rate Fee, plus Per Mile or Hourly Fee

*Contractor may charge Purchasing Entities a mutually agreed upon price for special rigging in the event a Purchasing Entity's demographics require such rigging for Zone 1 relocations. The price shall be agreed upon in writing by Contractor and Purchasing Entity prior to any Device relocation in Zone 1.

c. Contractor may not charge for any fees incurred due to fuel or tolls.

d. Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Contractor must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the Purchasing Entity within three (3) Business Days of request. In the event that there will be a delay in these Services, Contractor shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.

e. Contractor is required to offer Device relocation services for all leased equipment.

3. Meter Read Invoicing

3.1 In order for Contractor to generate accurate invoices, Purchasing Entities shall provide meter reads within the Contractor's requested time-frame.

3.2 Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

3.3 The Purchasing Entity shall provide written notice of any such alleged invoicing issue and the Contractor will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the Purchasing Entity will not be assessed any late fees for failure to submit payment by the invoice due date.

3.4 Failure on the Contractor's part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice.

4. Reporting

4.1 Service Level Calculations

a. At the discretion of the Participating State or Entity, Contractor shall produce reports that can be measured against the required SLA components.

b. The Participating State or Entity shall determine how the reports will be utilized and whether liquidated damages will be assessed for failure to meet the SLA requirements. Any liquidated damages or penalty structure shall be defined in the Participating State or Entity's Participating Addendum.

4.2 Periodic Reporting. Contractor shall provide periodic reporting to all Purchasing Entities upon request. The reports shall be provided on a quarterly basis, or at the discretion of the Participating State or Entity.

a. The report shall include the following:

i) Number of Service Calls placed;

ii) Response Time per Device;

iii) Dates that Preventative Maintenance was performed, if applicable; and

iv) Estimated end of Useful Life per Device, based on current usage.

b. The report may include, but not be limited to, the following:

i) Location of Devices;

ii) Click usage per Device; and

iii) EPEAT certification level of each Device.

B. Customer Service

1. Key Personnel. Contractor shall ensure that staff has been allocated appropriately to ensure compliance with the resulting Master Agreement and subsequent Participating State or Entity requirements and that the individuals occupying the Key Personnel positions have adequate experience and knowledge with successful implementation and management of a national cooperative contract. Contractor shall provide a single point of contact for the following:

1.1 Master Agreement Contract Administrator – shall be the Lead State's primary contact in regards to Contract negotiations, amendments, Product and Price List updates, and any other information or documentation relating to the Master Agreement;

1.2 NASPO ValuePoint Reporting Contact – shall be responsible for submitting quarterly reports and the quarterly Administrative Fee to the appropriate personnel;

1.3 Master Agreement Marketing Manager – shall be responsible for marketing the resulting Master Agreement, as well as creating Participating State websites, and ensuring that all uploaded data and content is current; and

1.4 National Service Manager – shall be responsible for overseeing the Regional Service Managers, Field Service Technicians, training, and inside Service operations. This position will work with the Lead State Contract Administrator to ensure contractual obligations are met, while providing leadership for the Contractor's operations, as well as strategic planning of the Service department.

2. Single Point of Contact. Contractor shall provide a single point of contact for each Participating State, who will handle any questions regarding the Products provided, as

well as pricing, delivery, billing, reporting, status of Orders, customer complaints and escalated issues.

3. **Service and Support Hours.** Contractor must provide full Service and support for Products during Normal Business Hours.

4. **Customer Service Team.** Contractor shall also have a designated customer service team who shall be available by phone (via local or toll free number), fax, or email during Normal Business Hours.

5. **Additional Coverage**. Contractor may offer additional coverage beyond Normal Business Hours for any Device that needs to be serviced. Such coverage shall be billed to the Purchasing Entity at an hourly rate.

6. **Online Access**. Customer service representatives shall have online access to account information and be able to respond to inquiries concerning the status of Orders (shipped or pending), delivery, back-orders, pricing, Product availability, Product information, and account and billing questions.

C. Authorized Dealers

1. Contractor can engage Authorized Dealers to provide Products and/or Services.

2. In the event a Contractor elects to use Authorized Dealers in the performance of the specifications, the Contractor shall serve as the primary Contractor, and shall be fully accountable for assuring that their Authorized Dealers comply with the terms and conditions of the resulting Master Agreement, and any Participating Addendum, and shall be liable in the event Authorized Dealers fail to comply with such terms and conditions.

3. Authorized Dealers shall be expected to stay current with Contractor Products, pricing, Master Agreement, and Participating Addendum requirements, and Contractor shall provide training to all of their Authorized Dealers at least once per calendar year, or as otherwise determined by the Lead State.

4. Authorized Dealers shall have the ability to accept Orders from a Purchasing Entity and invoice them directly, unless otherwise stated in a Participating Addendum.

5. Contractor shall send notice to the Lead State, utilizing **Exhibit C, Authorized Dealer Form** and **Exhibit D, Authorized Dealers by State,** within three (3) calendar days of engaging or removing a Dealer.

6. The Lead State reserves the right to deny the addition of any Authorized Dealer and will provide notification to the Contractor with justification as to why the decision was reached. In addition, it will be at the discretion of each Participating State or Entity as to whether they will utilize the Authorized Dealers as approved by the Lead State. Under no circumstances is a Participating State or Entity permitted to use a Dealer that has not been approved by the Lead State.

7. If an Authorized Dealer is performing unsatisfactorily, or is not in compliance with the Master Agreement, then it shall be at the discretion of the Lead State, upon recommendation from the Participating State, to:

   7.1 Require the Dealer to attend remedial training with either the Contractor or the Lead

State or;

7.2 Remove the Dealer from the Contract, or in the case of multiple branch locations in one state, or multiple states, remove them as a Dealer from the location in which they are not in compliance.

D. Device Demonstration Requirements

1. Contractor may offer trial or demonstration Devices for Group A, Group B, Group D, Sub-Group D1, Group E, and Group F.

2. Trial or demonstration Devices may be new or used; however, no used, Remanufactured, or Refurbished Devices shall be converted to a purchase or lease.

3. At the discretion of the Participating State or Entity, and upon request by a Purchasing Entity, showroom Devices for Groups A and B may be converted to a purchase or lease, providing the following conditions are met:

3.1 The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);

3.2 The Device must be discounted by at least 5% off of the Master Agreement pricing for that same Device; and

3.3 The Purchasing Entity and the Contractor indicate on the Order that the Device is a showroom model.

4. Any trial or demonstration period shall be free to the Purchasing Entity and shall not exceed thirty (30) calendar days.

5. If Purchasing Entity does not make the demonstration Device available for pickup after thirty (30) calendar days, then Contractor may bill the Purchasing Entity for use of Device for each day that it remains at Purchasing Entity's location. Such rates shall not exceed current market standards.

E. Device Installation Requirements

1. Prior to Order Acceptance, Contractor must advise Purchasing Entity of any specialized installation and site requirements for the delivery and installation of Device. This information should include, but is not limited to, the following:

1.1 Air conditioning;

1.2 Electrical;

1.3 Special grounding;

1.4 Cabling;

1.5 Space;

1.6 Humidity and temperature limits; and

1.7 Other considerations critical to the installation.

2. The Purchasing Entity shall be responsible for furnishing and installing any special wiring or dedicated lines.

3. Network installation shall include configuration of the Device for the proper network protocols, and installation of the appropriate print drivers on up to five (5) computers per Device, or as otherwise specified in a Participating Addendum.

4. If applicable, all Devices must be set-up with Preventative Maintenance notifications turned on, and with the most environmentally responsible defaults enabled, including Energy Star saving settings.

5. Contractor may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order, and shall be based on the actual expenditures of Contractor or Authorized Dealer.

6. Contractor or Authorized Dealers shall affix a label or a decal to the Device at the time of installation which shows the name, address, and telephone number of Contractor or Authorized Dealer responsible for warranty Service of the Device.

7. Contractor shall clean-up and remove all debris and rubbish resulting from their work as required by the Purchasing Entity. Upon completion of the work, the premises shall be left in good repair and in an orderly, neat, clean, and unobstructed condition.

F. Security Requirements

1. Network and Data Security

1.1 Devices may be configured to include a variety of data security features. The set-up of such features shall be at the discretion of the Purchasing Entity, and all costs associated with their implementation must be conveyed by Contractor prior to Order placement.

1.2 Contractor will not be permitted to download, transfer, or access print data stored on the Device in either hard drive or chip memory. Only system management accessibility will be allowed.

1.3 Contractor shall ensure that delivery and performance of all Services shall adhere to the requirements and standards as outlined in each Participating State or Entity's Participating Addendum.

2. **Sensitive Information**. Sensitive information that is contained in any Legacy Devices or applications shall be encrypted if practical. In addition, sensitive data will be encrypted in all newly developed applications. Since sensitive information is subjective, it shall be defined by each Participating State or Entity in their Participating Addendum.

3. **Data Breach.** Contractor shall have an incident response process that follows National Institute of Standards and Technology (NIST) standards as referenced in the NIST Computer Security Incident Handling Guide, which can be downloaded at https://www.nest.gov/publications/computer-security-incident-handling-guide, and it shall include, at a minimum, breach detection, breach notification, and breach response. Further, Contractor shall notify the impacted Purchasing Entity within 72 hours of learning of such breach.

4. Authentication and Access

4.1 Any network connected Device must offer authentication for all features via LDAP and/or Windows AD, as well as the ability to disable authentication for any or all features.

4.2 Any network connected Device must have the ability to connect via Dynamic Host Configuration Protocol (DHCP) or Static IP address.

4.3 The credential information for any remote authentication method may not be maintained within the Device's memory.

4.4 Access to the Device's administrative functions must be password protected per the Participating State or Entity requirements, and the default settings must be changed at the time of Device installation.

5. Hard Drive Removal and Surrender

5.1 Contractor shall ensure that all hard drive data is cleansed and purged (if capable) from the Device at the end of its Useful Life, or when any hard drive is repossessed by Contractor; or

5.2 At the Participating State or Entity's discretion, Contractor shall remove the hard drive from the applicable Device and provide the Purchasing Entity with custody of the hard drive before the Device is removed from the Purchasing Entity's location, moved to another location, or any other disposition of the Device. The Purchasing Entity shall then be responsible for securely erasing or destroying the hard drive.

5.3 If Contractor takes possession of any Device at a Purchasing Entity's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in a Participating Addendum.

5.4 Hard drive sanitation shall be at no expense to the Purchasing Entity, however; Contractor may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. Contractor must disclose the price for removal and surrender of the hard drive, prior to Order placement.

5.5 If the hard drive is not removable, or the Device does not contain a hard drive, then Contractor must convey this to the Purchasing Entity at the time of Order placement. In the case of a non-removable hard drive, **section IV.I (5.1)** shall apply.

5.6 If Contractor is removing another Manufacturer's Device, they are not permitted to remove the hard drive. Only the Manufacturer or their Authorized Dealer shall remove hard drives in their own Devices. Contractor shall work with the Manufacturer to ensure the requirements pursuant to this section are met.

G. Contractor Notices. Contractor shall notify the Lead State, Participating States, Participating Entities and all Purchasing Entities of any recall notices, warranty replacements, safety notices, or any applicable notice regarding the Products being sold. This notice must be received in writing (via postal mail or email) within thirty (30) calendar days of Contractor learning of such issues.

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EXHIBIT B – SAMPLE D&A CERTIFICATE

NASPO VALUEPOINT MASTER AGREEMENT NO.
AND THE STATE OF Insert Name of Participating State PARTICIPATING ADDENDUM NO.

WITH Insert Name of Contractor

To: Insert Name of Contractor or Authorized Dealer

Pursuant to the provisions of the Master Agreement and Participating Addendum, Purchasing Entity hereby certifies and warrants that (a) all Equipment described in the Order has been delivered and installed; (b) Purchasing Entity has inspected the Equipment, and all such testing as it deems necessary has been performed by Purchasing Entity and/or Contractor to the Satisfaction of Purchasing Entity; and (c) Purchasing Entity accepts the Equipment for all purposes of the Order.

Insert name of Purchasing Entity

By: _____

Title: _____

Date: _____

EXHIBIT C – AUTHORIZED DEALER FORM

Manufacturer Name: _____

(Check one)

☐ The Dealer listed below is authorized to provide Products and Services in accordance with the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement.

☐ The Dealer listed below will no longer provide Products and Services under the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement for the following reason (required):

_____

_____

_____

State(s) Serviced by Dealer:	
Dealer Name:	
Address:	
Phone (include Toll-Free, if available):	
Contact Person(s):	
Email Address:	
FEIN:	

Signed: _____ Date: _____
(Contractor Representative)

Signed: _____ Date: _____
(Authorized Dealer Representative)

_____
(Print First and Last Name of Authorized Dealer Representative)

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EXHIBIT D – AUTHORIZED DEALERS BY STATE



Exhibit D -
Authorized Dealers by

ATTACHMENT 1 – HPFS MASTER FMV LEASE AGREEMENT

Master Lease Agreement Number _____

Lessee's Organization Number _____
Lessee's Tax Identification Number _____
Lessee's UCC Section 9-307 Location _____

STATE AND LOCAL GOVERNMENT MASTER FAIR MARKET VALUE (FMV) LEASE AGREEMENT

This State and Local Government Master FMV Lease Agreement (together with Exhibits A and B attached hereto and hereby made a part hereof, (this "Master Lease Agreement"), dated as of _____, is entered into by and between Hewlett-Packard Financial Services Company[1], a Delaware corporation ("Lessor"), and _____, _____, an agency, department, institution of higher education, or political subdivision of the State of ____ ("Lessee"). Capitalized terms used in this Master Lease Agreement without definition have the meanings ascribed to them in Section 30.

1. PURPOSE OF MASTER LEASE AGREEMENT. The purpose of this Master Lease Agreement is to set forth the general terms and conditions upon which Lessor shall lease to Lessee, and Lessee shall lease from Lessor, items of Hardware, Software or both (such Hardware and Software being collectively referred to as "Equipment").

2. COMMENCEMENT PROCEDURES. Subject to the other terms and conditions contained in this Master Lease Agreement and the applicable Lease Schedule, Lessee shall enter into individual Leases (hereinafter defined) with Lessor as follows:
(a) Execution of Lease Schedule. Lessor and Lessee mutually agree to enter into a Lease by executing a Lease Schedule in the form of Exhibit A with such changes as Lessor and Lessee shall have agreed to as conclusively evidenced by their execution thereof. Each such Lease Schedule shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased under such Lease Schedule (other than items of System Software, which shall be deemed to be items of Software leased under the Lease Schedule pursuant to which the related items of Hardware are leased). Each Lease Schedule, when executed by both Lessee and Lessor, together with this Master Lease Agreement, shall constitute a separate and distinct lease ("Lease"), enforceable according to its terms.
(b) Acceptance; Initial Term of Leases. Lessee shall accept the Equipment subject to a Lease in accordance with Section 3. The Initial Term of each Lease shall begin on the Acceptance Date of the Equipment subject to such Lease and shall continue for the period described in the applicable Lease Schedule unless a Non-appropriation shall have occurred.
(c) Adjustments to Lease Schedule. Lessee acknowledges that the Total Cost of Equipment and the related Rent payments set forth in any Lease Schedule may be estimates, and if the final invoice from the Seller attached to the related Acceptance Certificate(s) specifies a Total Cost that is less than the estimated Total Cost set forth in the Lease Schedule, Lessee hereby authorizes Lessor to reduce the applicable Total Cost and Rent payment on the Lease Schedule by up to ten percent (10%) to reflect such final invoice amount (the "Final Invoice Amount"). All references in this Master Lease Agreement and any Lease Schedule to Total Cost and Rent shall mean the amounts thereof specified in the applicable Lease , as adjusted pursuant to this paragraph.
(d) Payment by Lessor. Within 30 days after Lessee's delivery to Lessor of a properly completed and executed Acceptance Certificate and all other documentation necessary to establish Lessee's acceptance of such Equipment under the related Lease and Lessor's acceptance of such Acceptance Certificate, Lessor shall pay the Contractor for the Equipment. Lessor shall not accept the Acceptance Certificate until it has received from Lessee (1) evidence of insurance with respect to the Equipment in compliance with Section 13 hereof, (2) an opinion of Lessee's counsel, if required by Lessor, in form and substance reasonably satisfactory to Lessor and (3) any other documents or items reasonably required by Lessor. Notwithstanding the foregoing, Lessor shall not be obligated to pay to the Contractor for the Equipment if a Lessee Default has occurred or an event has occurred and is continuing that with the passage of time or provision of notice would constitute a Lessee Default.

3. ACCEPTANCE OF EQUIPMENT.
(a) Inspection of Equipment. Lessee agrees to inspect all Equipment as soon as reasonably practicable after the delivery thereof to Lessee.
(b) Acceptance Certificate. Upon the satisfactory inspection of the Equipment by Lessee, or if acceptance requirements for such Equipment are specified in the applicable Purchase Documents, as soon as such requirements are met, Lessee shall unconditionally and irrevocably accept the Equipment by executing and delivering to Lessor a properly completed Acceptance Certificate in substantially the form of Exhibit B.

4. LESSEE'S END-OF-LEASE-TERM OPTIONS. Lessee shall have the following options in respect of each Lease at the end of each of the Initial Term, any Renewal Term and any optional extension of the Initial Term or any Renewal Term:

a. **Purchase Option.** As an accommodation to Lessee, Lessor agrees to provide Lessee with notice ninety (90) days prior to the expiration of the Initial Term that an End-of-Term Notice from Lessee is due; provided, however, that Lessor's failure to provide Lessee with said notice shall not be deemed to have relieved Lessee of any of Lessee's obligations or liabilities under this Lease Schedule or the Master Lease Agreement. Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 30 days prior to the expiration of the Initial Term, any Renewal Term or any optional extension of the Initial Term or any Renewal Term, to purchase any or all Units of Equipment then

[1] Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

subject to such Lease (other than items of Software that may not be sold by Lessor under the terms of any applicable License Agreement) for an amount equal to the Fair Market Value of such Units of Equipment as of the end of the Then Applicable Term, provided no Lessee Default shall have occurred and be continuing. In the event of such an election, Lessee shall pay such amount to Lessor, in immediately available funds, on or before the last day of the Then Applicable Term. If Lessee shall have so elected to purchase any of the Units of Equipment, shall have so paid the applicable purchase price and shall have fulfilled the terms and conditions of this Master Lease Agreement, then on the last day of the Then Applicable Term (1) the Lease with respect to such Units of Equipment shall terminate and, except as provided in Section 26, Lessee shall be relieved of all of its obligations in favor of Lessor with respect to such Units of Equipment, and (2) Lessor shall transfer all of its interest in such Units of Equipment to Lessee "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor. In the event Lessor and Lessee are unable to agree on the Fair Market Value of any Units of Equipment, Lessor shall, at Lessee's expense, select an independent appraiser to conclusively determine such amount.

b. **Reserved**.

c. **Return**. Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 30 days prior to the expiration of the Initial Term, any Renewal Term or any optional extension of the Initial Term or any Renewal Term, to return any or all of the Units of Equipment then subject to such Lease Schedule in accordance with Section 10 of this Master Lease Agreement.

IF LESSEE SHALL HAVE DELIVERED TO LESSOR AN END-OF-TERM NOTICE BY THE DATE SET FORTH HEREIN WITH RESPECT TO A LEASE, BUT SHALL HAVE SUBSEQUENTLY FAILED TO COMPLY WITH ITS OBLIGATIONS ARISING FROM ITS ELECTIONS SPECIFIED THEREIN (*E.G.*, LESSEE SHALL HAVE FAILED, ON OR BEFORE THE LAST DAY OF THE THEN APPLICABLE TERM (1) TO PAY LESSOR THE PURCHASE PRICE FOR EQUIPMENT TO BE PURCHASED IN ACCORDANCE WITH SECTION 4(A) ABOVE, OR (2)TO RETURN TO LESSOR EQUIPMENT TO BE RETURNED IN ACCORDANCE WITH SECTION 4(C) ABOVE), THEN LESSEE SHALL CONTINUE TO PAY TO LESSOR RENT IN AN AMOUNT EQUAL TO THE MONTHLY RENT PAYMENT IN EFFECT DURING THE INITIAL TERM (OR THE APPROPRIATE PRO RATA PORTION OF THE RENT PAYMENT THEN IN EFFECT IN THE CASE OF RENT PAYABLE OTHER THAN ON A MONTHLY BASIS), ON A MONTH TO MONTH BASIS WITHOUT ANY ADDITIONAL NOTICE OR DOCUMENTATION UNTIL THE MUTUALLY AGREED UPON RETURN DATE OF THE EQUIPMENT. ALL OTHER PROVISIONS OF THIS MASTER LEASE AGREEMENT AND THE APPLICABLE LEASE SCHEDULE SHALL CONTINUE TO APPLY. NOTWITHSTANDING ANY OF THE PROVISIONS OF THIS SECTION 4 TO THE CONTRARY, IF ANY LESSEE DEFAULT SHALL HAVE OCCURRED AND BE CONTINUING AT ANY TIME DURING THE LAST 90 DAYS OF THE THEN APPLICABLE TERM OF ANY LEASE SCHEDULE, LESSOR MAY CANCEL ANY RENEWAL TERM OR OPTIONAL EXTENSION OF THE THEN APPLICABLE TERM IMMEDIATELY UPON WRITTEN NOTICE TO LESSEE.

5. RENT; LATE CHARGES. As lease payments ("Rent") for the Equipment under any Lease Schedule, Lessee agrees to pay the amounts specified in the applicable Lease Schedule on the due dates specified in the applicable Lease Schedule. Lessee agrees to pay Lessor interest on any Rent payment or other amount due hereunder that is not paid within 15 days of its due date, at the rate of 1% per month (or such lesser rate as is the maximum rate allowable under applicable law). Lessee will make provision for such payments in budgets submitted to its governing body for the purpose of obtaining funding for the payments.

6. LEASES NON-CANCELABLE; NET LEASES; WAIVER OF DEFENSES TO PAYMENT. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT EACH LEASE HEREUNDER SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 7 HEREOF), AND THAT EACH LEASE HEREUNDER IS A NET LEASE (SO THAT AMONG OTHER THINGS LESSEE SHALL PAY IN ADDITION TO THE RENT, TAXES, INSURANCE AND MAINTENANCE CHARGES RELATED TO THE EQUPMENT). LESSEE AGREES THAT IT HAS AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE. LESSEE HEREBY WAIVES ANY RECOUPMENT, CROSS-CLAIM, COUNTERCLAIM OR ANY OTHER DEFENSE AT LAW OR IN EQUITY TO ANY RENT OR OTHER AMOUNT DUE WITH RESPECT TO ANY LEASE, WHETHER ANY SUCH DEFENSE ARISES OUT OF THIS MASTER LEASE AGREEMENT, ANY LEASE SCHEDULE, ANY CLAIM BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNEES OR SUPPLIER OR OTHERWISE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE OR INTEGRATE AS REPRESENTED OR WARRANTED BY SUPPLIER OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, LESSEE WILL MAKE ANY CLAIM ON ACCOUNT OF THOSE ISSUES SOLELY AGAINST SUPPLIER AND WILL NEVERTHELESS PAY ALL SUMS DUE WITH RESPECT TO EACH LEASE.

7. NONAPPROPRIATION. Notwithstanding anything contained in this Master Lease Agreement to the contrary, in the event that sufficient funds are not appropriated and budgeted by Lessee's governing body or are not otherwise available from other legally available sources in any fiscal period for the payment of Rent and other amounts due under any Lease, the Lease shall terminate on the last day of the fiscal period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Rent payments or other amounts herein agreed upon for which funds shall have been appropriated or are otherwise available. Lessee will immediately notify the Lessor or its assignee of such occurrence. In the event of such termination, Lessee shall immediately cease all use of the Equipment, and shall immediately de-install, disassemble, pack, crate, and return the Equipment subject to such Lease to Lessor (all in accordance with Section 10 of this Master Lease Agreement). Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by this Lease, shall be free and clear of any liens (except Lessor's lien) and shall comply with all applicable laws and regulations. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor or evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. At Lessor's request, Lessee shall promptly provide supplemental documentation as to such Non-Appropriation satisfactory to Lessor. Lessee's exercise of its rights pursuant to this Section 7 shall not affect the survival of any other provisions, including but not

limited to Section 16, (other than the obligation to lease the Equipment and pay amounts due under the Lease) which survive the termination of the Lease.

8. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee assigns to Lessor all of Lessee's right, title and interest in and to (a) the Equipment described in each Lease Schedule, and (b) the Purchase Documents relating to such Equipment. Such assignment of the Purchase Documents is an assignment of rights only; nothing in this Master Lease Agreement shall be deemed to have relieved Lessee of any obligation or liability under any of the Purchase Documents, except that, as between Lessee and Lessor, Lessor shall pay the Contractor for the Equipment in accordance with Section 2(d) hereof. Lessee represents and warrants that it has reviewed and approved the Purchase Documents. In addition, if Lessor shall so request, Lessee shall deliver to Lessor a document acceptable to Lessor whereby Seller acknowledges and provides any required consent to such assignment. For the avoidance of doubt, Lessee covenants and agrees that it shall at all times during the Total Term of each Lease comply in all respects with the terms of any License Agreement relating to any Equipment leased thereunder. **IT IS ALSO SPECIFICALLY UNDERSTOOD AND AGREED THAT NEITHER SUPPLIER NOR ANY SALESPERSON OF SUPPLIER IS AN AGENT OF LESSOR, NOR ARE THEY AUTHORIZED TO WAIVE OR ALTER ANY TERMS OF THIS MASTER LEASE AGREEMENT OR ANY LEASE SCHEDULE.**

9. ASSIGNMENT OF SUPPLIER WARRANTIES. To the extent permitted, Lessor hereby assigns to Lessee, for the Total Term of any Lease, all Equipment warranties provided by any Supplier in the applicable Purchase Documents. Lessee shall have the right to take any action it deems appropriate to enforce such warranties. In the event Lessee is precluded from enforcing any such warranty in its name, Lessor shall, upon Lessee's request, take reasonable steps to enforce such warranty. In such circumstances, Lessee shall, promptly upon demand, reimburse Lessor for all expenses incurred by Lessor in enforcing the Supplier warranty. Any recovery resulting from any such enforcement efforts shall be divided between Lessor and Lessee as their interests may appear.

10. EQUIPMENT RETURN REQUIREMENTS. At any time Lessee is required to return Equipment to Lessor under the terms of this Master Lease Agreement or any Lease Schedule, Lessee shall cause the Contractor to de-install and make the Equipment available for pick-up pursuant to the terms and conditions stated in the applicable Lease Schedule. In the case of any item of Software or License Agreement subject to a Lease Schedule, at the time of the occurrence of a Non-Appropriation or a Lessee Default, Lessee shall also be automatically deemed to have reassigned any License Agreement, and all Software.

11. EQUIPMENT USE, MAINTENANCE, AND ADDITIONS. Lessee is solely responsible for the selection, and operation of the Equipment and all costs related thereto. Lessee shall at all times operate and maintain the Equipment in good working order, repair, condition and appearance, and in accordance with the manufacturer's specifications and recommendations. On reasonable prior notice to Lessee, Lessor and Lessor's agents shall have the right, during Lessee's normal business hours and subject to Lessee's reasonable, standard security procedures, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment and observing its use. If Lessor shall have provided to Lessee any tags or identifying labels, Lessor shall affix and maintain in a prominent position on each item of Equipment such tags or labels to indicate Lessor's ownership of the Equipment. Except in the case of Software, Lessee shall, at its expense, enter into and maintain and enforce at all times during the Total Term of each Lease a maintenance agreement to service and maintain the related Equipment, upon terms, and with a provider reasonably acceptable to Lessor. Lessee shall make no alterations or additions to the Equipment, except those that (a) will not void any warranty made by the Supplier of the Equipment, result in the creation of any security interest, lien or encumbrance on the Equipment or impair the value or use of the Equipment either at the time made or at the end of the Term of the applicable Lease, and are readily removable without damage to the Equipment ("Optional Additions"), or (b) are required by any applicable law, regulation or order. All additions to the Equipment or repairs made to the Equipment, except Optional Additions, become a part of the Equipment and Lessor's property at the time made; Optional Additions which have not been removed in the event of the return of the Equipment shall become Lessor's property upon such return.

12. EQUIPMENT OWNERSHIP; LIENS; LOCATION. As between Lessor and Lessee, Lessor is the sole owner of the Equipment and has sole title thereto, Lessee shall not make any representation to any third party inconsistent with Lessor's sole ownership of the Equipment. Lessee covenants with respect to each Lease that: (i) it will not pledge or encumber the Equipment or Lessor's interest in the Equipment in any manner whatsoever nor create or permit to exist any levy, lien or encumbrance thereof or thereon except those created by or through Lessor; (ii) the Equipment shall remain personal property whether or not affixed to realty and shall not become a fixture or be made to become a part of any real property on which it is placed without Lessor's prior written consent; and (iii) Lessee shall maintain the Equipment so that it does not become essential to and may be removed from any building in which it is placed without any damage to the building or the Equipment. Lessee may permit use of the Equipment by its affiliates or independent contractors at the Equipment Location provided it does not relinquish possession and control of the Equipment. Provided Lessee remains in possession and control of the Equipment, Lessee may relocate any Equipment from the Equipment Location specified in the applicable Lease Schedule to another of its locations within the State of the Equipment Location upon prior written notice to Lessor specifying the new Equipment Location or to another of its locations within the United States after receiving the written consent of Lessor to such relocation. Lessee shall not locate or relocate any Equipment such that any third party comes into possession or control thereof without Lessor's prior written consent; provided, however, that Lessor shall not unreasonably withhold its consent to the location or relocation of Equipment to a third party co-location or hosting facility if such third party shall have executed and delivered to Lessor a waiver agreement in form and substance acceptable to Lessor pursuant to which, among other things, such third party shall have waived any rights to the Equipment and agreed to surrender the Equipment to Lessor in the event of a Lessee Default under this Master Lease Agreement. Notwithstanding the foregoing, Lessor agrees that equipment usable outside of a fixed office environment, may be relocated on a non-permanent basis from the Equipment Location originally specified in the applicable Lease Schedule without Equipment; (ii) the primary employee remains in possession and control of the Equipment, and (iii) the primary employee's principal office is the Equipment Location.

13. RISK OF LOSS AND INSURANCE. Lessee assumes any and all risk of loss or damage to the Equipment from the time such Equipment is in Lessee's possession until such Equipment is returned to and is received by Lessor in accordance with the terms and

conditions of this Master Lease Agreement. Lessee agrees to keep the Equipment insured at Lessee's expense against all risks of loss from any cause whatsoever, including without limitation, loss by fire (including extended coverage), theft and damage. Lessee agrees that such insurance shall name Lessor as a loss payee and cover not less than the replacement value of the Equipment. Lessee also agrees that it shall carry commercial general liability insurance in an amount not less than $2,000,000 total liability per occurrence and cause Lessor and its affiliates and its and their successors and assigns, to be named additional insureds under such insurance. Each policy shall provide that the insurance cannot be canceled without at least 30 days' prior written notice to Lessor, and no policy shall contain a deductible in excess of $25,000. Upon Lessor's prior written consent, in lieu of maintaining insurance obtained by third party insurance carriers, Lessee may self-insure against such risks, provided that Lessor's interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self-insurance program is consistent with prudent business practices with respect with such insurance risk. Lessee shall provide to Lessor (a) on or prior to the Acceptance Date for each Lease, and from time to time thereafter, certificates of insurance evidencing such insurance coverage throughout the Total Term of each Lease, and (b) upon Lessor's request, copies of the insurance policies. If Lessee fails to provide Lessor with such evidence, then Lessor will have the right, but not the obligation, to purchase such insurance protecting Lessor at Lessee's expense. Lessee's expense shall include the full premium paid for such insurance and any customary charges, costs or fees of Lessor. Lessee agrees to pay such amounts in substantially equal installments allocated to each Rent payment (plus interest on such amounts at the rate of 1% per month or such lesser rate as is the maximum rate allowable under applicable law).

14. CASUALTY LOSS. Lessee shall notify Lessor of any Casualty Loss or repairable damage to any Equipment as soon as reasonably practicable after the date of any such occurrence but in no event later than 30 days after such occurrence. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall (a) at Lessee's option provided no Lessee Default has occurred nor an event that with the passage of time or provision of notice would constitute a Lessee Default has occurred and is continuing or (b) at Lessor's option if a Lessee Default has occurred or an event that with the passage of time or provision of notice would constitute a Lessee Default has occurred and is continuing (1) subject to Section 7 hereof, pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss, or (2) substitute and replace each item of Equipment suffering the Casualty Loss with an item of Substitute Equipment. If Lessee shall pay the Stipulated Loss Value of the Equipment suffering a Casualty Loss, upon Lessor's receipt in full of such payment the applicable Lease shall terminate as it relates to such Equipment and, except as provided in Section 26, Lessee shall be relieved of all obligations under the applicable Lease as it relates to such Equipment. If Lessee shall replace Equipment suffering a Casualty Loss with items of Substitute Equipment (i) the applicable Lease shall continue in full force and effect without any abatement of Rent with such Substitute Equipment thereafter being deemed to be Equipment leased thereunder, and (ii) Lessee shall deliver to Lessor a bill of sale or other documentation, in either case in form and substance satisfactory to Lessor, in which Lessee shall represent and warrant that it has transferred to Lessor good and marketable title to all Substitute Equipment, free and clear of all liens, encumbrances and claims of others. Upon Lessor's receipt of such payment of Stipulated Loss Value in full, or such bill of sale or other documentation, as the case may be, Lessor shall transfer to Lessee all of Lessor's interest in the Equipment suffering the Casualty Loss "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor. In the event of any repairable damage to any Equipment, the Lease shall continue with respect to such Equipment without any abatement of Rent and Lessee shall, at its expense, from insurance proceeds or other funds legally available, promptly cause such Equipment to be repaired to the condition it is required to be maintained pursuant to Section 11.

15. TAXES. Lessor shall report and pay all applicable Taxes now or hereafter imposed or assessed by any governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Lease, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be reported and paid by Lessee. Lessee shall promptly reimburse Lessor for all such applicable Taxes paid by Lessor, together with any penalties or interest in connection therewith attributable to Lessee's acts or failure to act, excluding (a) Taxes on or measured by the overall gross or net income or items of tax preference of Lessor, (b) as to any Lease the related Equipment, Taxes attributable to the period after the return of such Equipment to Lessor, and (c) Taxes imposed as a result of a sale or other transfer by Lessor of any portions of its interest in any Lease or in any Equipment except for a sale of other transfer to Lessee or a sale or other transfer occurring after and during the continuance of any Lessee Default.

16. GENERAL LIABILITY. As between Lessor and Lessee, to the extent permitted by law, Lessee shall bear sole liability for any and all Claims arising directly or indirectly out of or in connection with any matter involving this Master Lease Agreement, the Equipment or any Lease Schedule, including but not limited to the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use (including any patent, trademark or copyright infringement), condition, return or operation of any Equipment or the enforcement of Lessor's rights under any Lease. Notwithstanding the foregoing, Lessee shall have no liability for any Claim arising solely as a result of Lessor's gross negligence or willful misconduct.

17. COVENANT OF QUIET ENJOYMENT. So long as no Lessee Default exists, and no event shall have occurred and be continuing which, with the giving of notice or the passage of time or both, would constitute a Lessee Default, neither Lessor nor any party acting or claiming through Lessor, by assignment or otherwise, will disturb Lessee's quiet enjoyment of the Equipment during the Total Term of the related Lease.

18. DISCLAIMERS AND LESSEE WAIVERS. LESSEE LEASES THE EQUIPMENT FROM LESSOR "AS IS, WHERE IS". IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 17, LESSOR MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY, OPERATION, OR CONDITION OF ANY EQUIPMENT (OR ANY PART THEREOF), THE MERCHANTABILITY OR FITNESS OF EQUIPMENT FOR A PARTICULAR PURPOSE, OR ISSUES REGARDING PATENT INFRINGEMENT, TITLE AND THE LIKE; (B) LESSOR SHALL NOT BE DEEMED TO HAVE MADE, BE BOUND BY OR LIABLE FOR, ANY REPRESENTATION, WARRANTY OR PROMISE MADE BY THE SUPPLIER OF ANY EQUIPMENT (EVEN IF LESSOR IS AFFILIATED WITH SUCH SUPPLIER); (C) LESSOR

SHALL NOT BE LIABLE FOR ANY FAILURE OF ANY EQUIPMENT OR ANY DELAY IN THE DELIVERY OR INSTALLATION THEREOF; (D) LESSEE HAS SELECTED ALL EQUIPMENT WITHOUT LESSOR'S ASSISTANCE; AND (E) LESSOR IS NOT A MANUFACTURER OF ANY EQUIPMENT. IT IS FURTHER AGREED THAT LESSOR SHALL HAVE NO LIABILITY TO LESSEE, LESSEE'S CUSTOMERS, OR ANY THIRD PARTIES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS MASTER LEASE AGREEMENT OR ANY LEASE SCHEDULE OR CONCERNING ANY EQUIPMENT, OR FOR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY OR LESSOR'S NEGLIGENCE; PROVIDED, HOWEVER, THAT NOTHING IN THIS MASTER LEASE AGREEMENT SHALL DEPRIVE LESSEE OF ANY RIGHTS IT MAY HAVE AGAINST ANY PERSON OTHER THAN LESSOR. LESSOR AND LESSEE AGREE THAT THE LEASES SHALL BE GOVERNED BY THE EXPRESS PROVISIONS OF THIS MASTER LEASE AGREEMENT AND THE APPLICABLE FUNDAMENTAL AGREEMENTS AND NOT BY THE CONFLICTING PROVISIONS OF ANY OTHERWISE APPLICABLE LAW. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC (INCLUDING, BUT NOT LIMITED TO, LESSEE'S RIGHTS, CLAIMS AND DEFENSES UNDER UCC SECTIONS 2A-303 AND 2A-508 THROUGH 2A-522) AND THOSE RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE, IN EITHER CASE THAT ARE INCONSISTENT WITH OR THAT WOULD LIMIT OR MODIFY LESSOR'S RIGHTS SET FORTH IN THIS MASTER LEASE AGREEMENT.

19. LESSEE WARRANTIES. Lessee represents, warrants and covenants to Lessor with respect to each Lease that: (a) Lessee is an agency or department of, institution of higher education, or a political subdivision of the state in which it is located; (b) Lessee has the power and authority to enter into each of the Fundamental Agreements; (c) all Fundamental Agreements are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their terms and do not violate or create a default under any instrument or agreement binding on Lessee; (d) there are no pending or threatened actions or proceedings before any court or administrative agency that could reasonably be expected to have a material adverse effect on Lessee or any Fundamental Agreement, unless such actions have been disclosed to Lessor and consented to in writing by Lessor; (e) Lessee shall comply in all material respects with all laws and regulations the violation of which could have a material adverse effect upon the Equipment or Lessee's performance of its obligations under any Fundamental Agreement; (f) each Fundamental Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; (g) all financial statements, certificates or summaries relating to Lessee's financial condition, fiscal budget or the assessment and collection of taxes and other related information furnished by Lessee shall be prepared in accordance with generally accepted accounting principles in the United States in effect at that time and shall fairly present Lessee's financial position as of the dates given on such statements; (h) since the date of the most recent annual financial statement, there has been no material adverse change in the financial condition of, or the level of assessment or collection of taxes by, the Lessee; (i) the Equipment, subject to the Lease, is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the Term of the Lease only by Lessee and only to perform such function; (j) Lessee intends to use the Equipment for the entire Term of the Lease and all Equipment will be used for business purposes only and not for personal, family or household purposes; (k) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment; (l) there has been no material change in the budget for Lessee's current Fiscal Period since its adoption; (m) Lessee's obligations to pay Rent and any other amounts due under the Lease constitute a current expense and not a debt of Lessee under applicable state law; (n) no provision of the Lease constitutes a pledge of the tax or general revenues of Lessee; (o) Lessee does not export, re-export, or transfer any Equipment, Software, system software or source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States government and other applicable governments; (p) Lessee does not use any Equipment, Software or system software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and (q) Lessee is not an entity designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited.

20. DEFAULT. Any of the following shall constitute a default by Lessee (a "Lessee Default") under this Master Lease Agreement and all Leases: (a) Lessee fails to pay any Rent payment or any other amount payable to Lessor under this Master Lease Agreement or any Lease Schedule within 45 days after its due date; or (b) Lessee defaults on or breaches any of the other terms and conditions of any Material Agreement, and fails to cure such breach within 45 days after written notice thereof from Lessor; or (c) any representation or warranty made by Lessee in any Material Agreement proves to be incorrect in any material respect when made or reaffirmed; or (d) any change occurs in relation to Lessee's financial condition that, in Lessor's opinion, would have a material adverse effect on Lessee's ability to perform its obligations under this Master Lease Agreement or under any Lease Schedule; or (e) Lessee becomes insolvent or fails generally to pay its debts as they become due; or (f) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency or receivership law is filed by or against Lessee (and if such proceeding is involuntary, it is not dismissed within 60 days after the filing thereof) or Lessee takes any action to authorize any of the foregoing matters; or (g) any letter of credit or guaranty issued in support of a Lease is revoked, breached, canceled or terminated (unless consented to in advance by Lessor); or (h) any Equipment is levied against, seized or attached.

21. REMEDIES. If a Lessee Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) declare all amounts due and to become due during Lessee's current fiscal year to be immediately due and payable; or (b) terminate this Master Lease Agreement; or (c) take possession of, or render unusable, the Equipment without demand or notice and without any court order or other process of law in accordance with Lessee's reasonable security procedures, and no such action shall constitute a termination of any Lease; or (d) require Lessee to immediately pay to Lessor, as compensation for loss of Lessor's bargain and not as a penalty, a sum equal to: (1) All past due payments and all other amounts payable under the Lease, and (2) pay all unpaid payments for the remainder of the lease term, discounted at a rate equal to three percent (3%) per year to the date of default; and require Lessee to make the Equipment available to return as specified in Section 10 above or (e) exercise any other right or remedy available to Lessor at law or in equity. Also, Lessee shall pay Lessor (i) all costs and expenses that Lessor may incur to maintain, safeguard or preserve the Equipment, and other

expenses incurred by Lessor in enforcing any of the terms, conditions or provisions of this Master Lease Agreement (including reasonable legal fees and collection agency costs) and (ii) all costs incurred by Lessor in exercising any of its remedies hereunder (including reasonable legal fees). Upon repossession or surrender of any Equipment, Lessor will lease, sell or otherwise dispose of the Equipment in a commercially reasonable manner, with or without notice and at public or private sale, and apply the net proceeds thereof to the amounts owed to Lessor under this Master Lease Agreement; provided, however, that Lessee will remain liable to Lessor for any deficiency that remains after any sale or lease of such Equipment. Any proceeds of any sale or lease of such Equipment in excess of the amounts owed to Lessor under this Master Lease Agreement will be retained by Lessor. Lessee agrees that with respect to any notice of a sale required by law to be given, 10 days' notice will constitute reasonable notice. With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment or other Collateral securing Lessee's obligations under the applicable Lease Schedule, Lessee acknowledges and agrees as follows: (i) Lessee shall cause Contractor to prepare the Equipment or any other Collateral for disposition, (ii) Lessor may comply with any applicable state or federal law requirements in connection with any disposition of the Equipment or other Collateral, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any such disposition, and (iii) Lessor may convey the Equipment and any other Collateral on an "AS IS, WHERE IS" basis, and without limiting the generality of the foregoing, may specifically exclude or disclaim any and all warranties, including any warranty of title or the like with respect to the disposition of the Equipment or other Collateral, and no such conveyance or such exclusion or such disclaimer of any warranty shall be deemed to have adversely affected the commercial reasonableness of any such disposition. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

22. PERFORMANCE OF LESSEE'S OBLIGATIONS. If Lessee fails to perform any of its obligations hereunder, Lessor may perform any act or make any payment that Lessor deems reasonably necessary for the maintenance and preservation of the Equipment and Lessor's interests therein; provided, however, that the performance of any act or payment by Lessor shall not be deemed a waiver of, or release Lessee from, the obligation at issue. All sums so paid by Lessor, together with expenses (including legal fees and costs) incurred by Lessor in connection therewith, and shall be paid to Lessor by Lessee immediately upon demand.

23. TRUE LEASE; SECURITY INTEREST; MAXIMUM RATE. Each Lease is intended to be a "Finance Lease" as defined in Article 2A of the UCC, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. The parties' intent that each Lease be a "Finance Lease" within the meaning of Article 2A and the UCC shall have no effect on the characterization of any Lease for accounting purposes, which characterization shall be made by each party independently on the basis of generally accepted accounting principles in the United States in effect at the time. Lessee, by its execution of each Lease Schedule, acknowledges that Lessor has informed it that (a) the identity of Seller is set forth in the applicable Lease Schedule, (b) Lessee is entitled under Article 2A of the UCC to the promises and warranties, including those of any third party, provided to Lessor in connection with, or as a part of, the applicable Purchase Documents, and (c) Lessee may communicate with Seller and receive an accurate and complete statement of the promises and warranties, including any disclaimers and limitations of them or of remedies. If (1) notwithstanding the express intention of Lessor and Lessee to enter into a true lease, any Lease is ever deemed by a court of competent jurisdiction to be a lease intended for security, or (2) Lessor and Lessee enter into a Lease with the intention that it be treated as a lease intended as security by so providing in the applicable Lease Schedule, then to secure payment and performance of Lessee's obligations under this Master Lease Agreement and all Lease Schedules, Lessee hereby grants Lessor a purchase money security interest in the related Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including, without limitation, insurance proceeds) thereto as well as a security interest in any other equipment financed pursuant to this Master Lease Agreement or any other agreement between Lessor and Lessee (collectively, the "Collateral"). In any such event, notwithstanding any provisions contained in this Master Lease Agreement or in any Lease Schedule, neither Lessor nor any Assignee shall be entitled to receive, collect or apply as interest any amount in excess of the maximum rate or amount permitted by applicable law. In the event Lessor or any Assignee ever receives, collects or applies as interest any amount in excess of the maximum amount permitted by applicable law, such excess amount shall be applied to the unpaid principal balance and any remaining excess shall be refunded to Lessee. In determining whether the interest paid or payable under any specific contingency exceeds the maximum rate or amount permitted by applicable law, Lessor and Lessee shall, to the maximum extent permitted under applicable law, characterize any non-principal payment as an expense or fee rather than as interest, exclude voluntary prepayments and the effect thereof, and spread the total amount of interest over the entire term of this Master Lease Agreement and all Lease Schedules.

24. ASSIGNMENT. Lessor shall have the unqualified right to sell, assign, grant a security interest in or otherwise convey any part of its interest in this Master Lease Agreement, any Lease Schedule, or any Equipment, in whole or in part, with prior notice to Lessee. If any Lease is sold, assigned, or otherwise conveyed, Lessee agrees that Lessor's purchaser, assignee or transferee, as the case may be ("Assignee") shall (a) have the same rights, powers and privileges that Lessor has under the applicable Lease, (b) have the right to receive from Lessee all amounts due under the applicable Lease; and (c) not be required to perform any obligations of Lessor, other than those that are expressly assumed in writing by such Assignee. Lessee agrees to execute such acknowledgements to such assignment as may be reasonably requested by Lessor or the Assignee. Lessee further agrees that, in any action brought by such Assignee against Lessee to enforce Lessor's rights hereunder, Lessee will not assert against such Assignee any set-off, defense or counterclaim that Lessee may have against Lessor or any other person. Unless otherwise specified by Lessor and the Assignee, Lessee shall continue to pay all amounts due under the applicable Lease Schedule to Lessor; provided, however, that upon notification from Lessor and the Assignee, Lessee covenants to pay all amounts due under the applicable Lease Schedule to such Assignee when due and as directed in such notice. Lessee further agrees that any Assignee may further sell, assign, grant a security interest in or otherwise convey its rights and interests under the applicable Lease Schedule with the same force and effect as the assignment described herein. Lessee may not assign, transfer, sell, sublease, pledge or otherwise dispose of this Master Lease Agreement, any Lease Schedule, any Equipment or any interest therein without the prior written consent of Lessor, which consent shall not be unreasonably withheld so long as any such proposed assignee is of equal or better creditworthiness than Lessee, and appropriate documentation has been signed and provided to Lessor, all as Lessor shall determine. Lessor shall remain liable for all of its obligations under this Master Lease Agreement, or any Lease Schedule not otherwise assigned to Assignee pursuant to this Section 24 unless Lessee otherwise agrees in writing.

25. FURTHER ASSURANCES. Lessee agrees to promptly execute and deliver to Lessor such further documents and take such further action as Lessor may require in order to more effectively carry out the intent and purpose of this Master Lease Agreement and any Lease Schedule. Without limiting the generality of the foregoing, Lessee agrees (a) to furnish to Lessor from time to time, its certified financial statements, officer's certificates and appropriate resolutions, opinions of counsel and such other information and documents as Lessor may reasonably request, and (b) to execute and timely deliver to Lessor such documents that Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's interest in the Equipment. It is also agreed that Lessor or Lessor's agent may file as a financing statement, any lease document (or copy thereof, where permitted by law) or other financing statement that Lessor deems appropriate to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's interest in the Equipment. Upon demand, Lessee will promptly reimburse Lessor for any filing or recordation fees or expenses (including legal fees and costs) incurred by Lessor in perfecting or protecting its interests in any Collateral. Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's full and accurate legal name and that the information set forth on the first page hereof regarding its organization number, tax identification number and location is true and correct as of the date hereof. Lessee further agrees to provide Lessor advance written notice of any change in the foregoing.

26. TERM OF MASTER LEASE AGREEMENT; SURVIVAL. This Master Lease Agreement shall commence and be effective upon the execution hereof by both parties and shall continue in effect until terminated by either party by 30 days prior written notice to the other, provided that the effective date of the termination is after all obligations of Lessee arising hereunder and pursuant to any Lease Schedule have been fully satisfied. Notwithstanding the foregoing, all representations, warranties and covenants made by Lessee hereunder shall survive the termination of this Master Lease Agreement and shall remain in full force and effect. All of Lessor's rights and privileges under this Master Lease Agreement or any Lease Schedule, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of such Lease, shall survive such expiration or termination and be enforceable by Lessor and Lessor's successors and assigns.

27. WAIVER OF JURY TRIAL. LESSEE AND LESSOR HEREBY EXPRESSLY WAIVE ANY RIGHT TO DEMAND A JURY TRIAL WITH RESPECT TO ANY ACTION OR PROCEEDING INSTITUTED BY LESSOR OR LESSEE IN CONNECTION WITH THIS MASTER LEASE AGREEMENT OR ANY FUNDAMENTAL AGREEMENT.

28. NOTICES. All notices, requests, demands, waivers and other communications required or permitted to be given under this Master Lease Agreement or any related Fundamental Agreement shall be in writing and shall be deemed to have been received upon receipt if delivered personally or by a nationally recognized overnight courier service, or by confirmed facsimile transmission, or 3 days after deposit in the United States mail, certified, postage prepaid with return receipt requested, addressed as follows (or such other address or fax number as either party shall so notify the other):

If to Lessor:

Hewlett-Packard Financial Services Company
200 Connell Drive, Suite 5000
Berkeley Heights, NJ 07922
Attn: Director of Operations North America
Fax: (908) 898-4109

If to Lessee:

_____
_____
_____
Attn: _____("Authorized Lessee Representative")
Fax:

29. MISCELLANEOUS

(a) Governing Law. THIS MASTER LEASE AGREEMENT AND EACH LEASE SCHEDULE SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF EQUIPMENT LOCATION.

(b) Credit Review. Lessee consents to a reasonable credit review by Lessor for each Lease.

(c) Captions and References. The captions contained in this Master Lease Agreement and any Lease Schedule are for convenience only and shall not affect the interpretation of this Master Lease Agreement or any Lease Schedule. All references in this Master Lease Agreement to Sections and Exhibits refer to Sections hereof and Exhibits hereto unless otherwise indicated.

(d) Entire Agreement; Amendments. This Master Lease Agreement and any related Fundamental Agreements executed by both Lessor and Lessee supersede all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto.

(e) No Waiver. Any failure of Lessor to require strict performance by Lessee, or any written waiver by Lessor of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof.

(f) Lessor Affiliates. Lessee understands and agrees that Hewlett-Packard Financial Services Company or any affiliate or subsidiary thereof may, as lessor, execute Lease Schedules under this Master Lease Agreement, in which event the terms and conditions of the applicable Lease Schedule and this Master Lease Agreement as it relates to the lessor under such Lease shall be binding upon and shall inure to the benefit of such entity executing such Lease as lessor, as well as any successors or assigns of such entity. Lessee agrees that Lessor may disclose any information provided by Lessee to Lessor or created by Lessor in the course of administering the Material Agreements to any parent or affiliate of Lessor.

(g) Invalidity. If any provision of this Master Lease Agreement or any Lease Schedule shall be prohibited by or invalid under law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Lease Agreement or such Lease Schedule.

(h) Counterparts. This Master Lease Agreement may be executed in counterparts, which collectively shall constitute one document.

(i) Lessor Reliance. Lessor may act in reliance upon any instruction, instrument or signature reasonably believed by Lessor in good faith to be genuine. Lessor may assume that any employee of Lessee who executes any document or gives any written notice, request or instruction has the authority to do so.

30. DEFINITIONS. All capitalized terms used in this Master Lease Agreement have the meanings set forth below or in the Sections of this Master Lease Agreement referred to below:

"Acceptance Certificate" means an Acceptance Certificate in substantially the form of Exhibit B executed by Lessee and delivered to Lessor in accordance with Section 3.

"Acceptance Date" means, as to any Lease, the date Lessee shall have accepted the Equipment subject to such Lease in accordance with Section 3.

"Authorized Lessee Representative" has the meaning specified in Section 28.

"Assignee" means any assignee of all or any portion of Lessor's interest in this Master Lease Agreement, any Lease Schedule or any Equipment, whether such assignee received the assignment of such interest from Lessor or a previous assignee of such interest.

"Casualty Loss" means, with respect to any Equipment, the condemnation, taking, loss, destruction, theft or damage beyond repair of such Equipment.

"Casualty Value" means, as to any Equipment, an amount determined as of the date of the Casualty Loss or Lessee Default in question ("Calculation Date") pursuant to a "Table of Casualty Values" attached to the applicable Lease Schedule or, if no "Table of Casualty Values" is attached to the applicable Lease Schedule, an amount equal to the sum of (a) the present value (as of the Calculation Date and discounted at the Discount Rate compounded monthly) of all Rent payments payable after the Calculation Date through the scheduled date of expiration of the Then Applicable Term, plus (b) an amount determined by multiplying the applicable casualty percentage specified below by the Total Cost of such Equipment. The "Discount Rate" shall mean a rate equal to the 2 year inter-bank swap rate quoted by Bloomberg L.P. (or, where not available, such other 2 year inter-bank swap rate quoted by a commercially available publication reasonably designated by us) at the Acceptance Date of the applicable Lease Schedule. The applicable casualty percentage will be 50% for Equipment having an Initial Term of less than 24 months; 40% for Equipment having an Initial Term of 24 months or greater, but less than 36 months; 30% for Equipment having an Initial Term of 36 months or greater, but less than 48 months; and 25% for Equipment having an Initial Term of 48 months or greater.

"Claims" means all claims, actions, suits, proceedings, costs, expenses (including, without limitation, court costs, witness fees and attorneys' fees), damages, obligations, judgments, orders, penalties, fines, injuries, liabilities and losses, including, without limitation, actions based on Lessor's strict liability in tort.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" has the meaning specified in Section 23.

"Daily Rent" means, as to any Lease Schedule, an amount equal to the per diem Rent payable under the applicable Lease Schedule (calculated on the basis of a 360 day year and 30 day months).

"End-of-Term Notice" means, as to any Lease Schedule, a written notice delivered by Lessee to Lessor at least 30 days prior to the end of the Initial Term, any Renewal Term or any optional extension of the Initial Term or any Renewal Term setting forth Lessee's elections pursuant to Section 4 with respect to the Equipment subject to such Lease Schedule. Each End-of-Term Notice shall specify on a line item basis and in the same format as the Equipment is described in the applicable Lease Schedule (or if different, in the applicable Acceptance Certificate) the Units of Equipment to be purchased by Lessee (if any), as to which the Lease is to be renewed (if any) and that are to be returned to Lessor (if any).

"Equipment" has the meaning specified in Section 1.

"Equipment Location" means, as to any Equipment, the address at which such Equipment is located from time to time, as originally specified in the applicable Lease Schedule and as subsequently specified in a notice delivered to Lessor pursuant to Section 12, if applicable.

"Fair Market Value" means the total price that would be paid for any specified Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. Such total price shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

"Final Invoice Amount" has the meaning set forth in Section 2(c).

"First Payment Date" means, as to any Lease Schedule, the date the first Rent payment with respect to the Initial Term of such Lease Schedule is due, as determined pursuant to the terms of the applicable Lease Schedule.

"Fiscal Period" shall mean the fiscal year of Lessee, as it may be more particularly described in a Lease Schedule.

"Fundamental Agreements" means, collectively, this Master Lease Agreement, each Lease Schedule and Acceptance Certificate as part of the Participating Addendum Number _____ to Contract for the NASPO ValuePoint Master Agreement Number _____ with Lessee as the Participating Entity and all Material Agreements.

"Hardware" means items of tangible equipment and other property.

"Initial Term" means, as to any Lease, the initial term thereof as specified in the related Lease Schedule.

"Lease" has the meaning specified in Section 2(a).

"Lessee" has the meaning specified in the preamble hereof.

"Lessee Default" has the meaning specified in Section 20.

"Lessor" has the meaning specified in the preamble hereof.

"License Agreement" means any license agreement or other document granting the purchaser the right to use Software or any technical information, confidential business information or other documentation relating to Hardware or Software, as amended, modified or supplemented by any other agreement between the licensor and Lessor.

"Master Lease Agreement" has the meaning specified in the preamble hereof.

"Material Agreements" means, collectively, all Fundamental Agreements, all other material agreements by and between Lessor and Lessee, and any application for credit, financial statement, or financial data required to be provided by Lessee in connection with any Lease.

"Non-Appropriation" has the meaning specified in Section 7.

"Optional Additions" has the meaning specified in Section 11.

"Purchase Documents" means, as to any Equipment, any purchase order, contract, bill of sale, License Agreement, invoice and/or other documents that Lessee has, at any time, approved, agreed to be bound by or entered into with any Supplier of such Equipment relating to the purchase, ownership, use or warranty of such Equipment.

"Renewal Agreement" has the meaning specified in Section 4.
"Renewal Term" has the meaning specified in Section 4.
"Rent" has the meaning specified in Section 5.
"Schedule" means, unless the context shall otherwise require, a Schedule executed by Lessor and Lessee pursuant to Section 2(a).
"Seller" means, as to any Equipment, the seller of such Equipment as specified in the applicable Schedule.
"Software" means copies of computer software programs owned or licensed by Lessor, and any disks, CDs, or other media on which such programs are stored or written.
"State" means any of the states of the United States, its territories and possessions.
"Stipulated Loss Value" means, as to any Equipment, an amount equal to the sum of (a) all Rent and other amounts due and owing with respect to such Equipment as of the date of payment of such amount, plus (b) the Casualty Value of such Equipment.
"Substitute Equipment" means, as to any item of Hardware or Software subject to a Lease, a substantially equivalent or better item of Hardware or Software having equal or greater capabilities and equal or greater Fair Market Value manufactured or licensed by the same manufacturer or licensor as such item of Hardware or Software subject to a Lease. The determination of whether any item of Equipment is substantially equivalent or better than an item of Equipment subject to a Lease shall be based on all relevant facts and circumstances.
"Supplier" means as to any Equipment, the Seller and the manufacturer or licensor of such Equipment collectively, or where the context requires, any of them.
"System Software" means an item of Software that is pre-loaded on an item of Hardware purchased by Lessor for lease hereunder for which the relevant Purchase Documents specify no purchase price separate from the aggregate purchase price specified for such items of Hardware and Software.
"Taxes" means all license and registration fees and all taxes (local, state and federal), fees, levies, imposts, duties, assessments, charges and withholding of any nature whatsoever, however designated (including, without limitation, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) other than taxes measured by Lessor's income.
"Term" means the term thereof as specified in the related Lease Schedule.
"Then Applicable Term" means, as to any Lease, the term of the Lease in effect at the time of determination, whether it be the Initial Term, any Renewal Term or any optional or other automatic extension of the Initial Term or any Renewal Term pursuant to Section 4.
"Total Cost" means as to any Lease, the total acquisition cost to Lessor of the Equipment subject to such Lease as set forth in the applicable Purchase Documents, including related delivery, installation, taxes and other charges which Lessor has agreed to pay and treat as a portion of such acquisition cost, if any.
"Total Term" means, as to any Lease, the aggregate term of such Lease, including the Initial Term, any Renewal Term and any optional extension of the Initial Term or any Renewal Term pursuant to Section 4.
"UCC" means the Uniform Commercial Code as enacted and in effect in any applicable jurisdiction.
"Unit of Equipment" means, as to the Equipment leased pursuant to any Lease Schedule (a) each individual item Equipment leased pursuant to such Lease Schedule, and (b) all Equipment taken as a whole leased pursuant to such Lease Schedule.

IN WITNESS WHEREOF, LESSEE AND LESSOR HAVE EXECUTED THIS MASTER LEASE AGREEMENT ON THE DATES SPECIFIED BELOW.

LESSEE:	**LESSOR:**
	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY[2]
By: _____	**By:** _____
_____ **Name and Title**	_____ **Name and Title**
_____ **Date**	_____ **Date**

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Exhibit A to Master Lease Agreement

Master Lease Agreement Number _____

Lease Schedule Number _____

COUNTERPART NO. _____ OF _____. TO THE EXTENT THAT THIS LEASE SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED ON THE UCC), NO SECURITY INTEREST IN THIS LEASE SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

STATE AND LOCAL GOVERNMENT MASTER FMV LEASE AGREEMENT SCHEDULE

Hewlett-Packard Financial Services Company[2] ("Lessor") and _____, an agency, department, institution of higher education, or political subdivision of the State of _____ ("Lessee") are parties to the State and Local Government Master FMV Lease Agreement identified by the Master Lease Agreement Number specified above (the "Master Lease Agreement"). This Lease Schedule (which shall be identified by the Lease Schedule Number specified above) and the Master Lease Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Lease Agreement are hereby incorporated by reference into this Lease Schedule. All capitalized terms used in this Lease Schedule without definition have the meanings ascribed to them in the Master Lease Agreement.

1. LEASE.

A. **Description of Items of Leased Equipment** — **Total Cost**

$

B. **Initial Term**: _____ Months.

2. RENT: $_____

RENT is payable: «Frequency» in «Advance_or_Arrears»

If the Rent is due in advance, then the first Rent payment shall be due on the Acceptance Date. If the Rent is due in arrears, then the first Rent payment shall be due at the end of the first payment frequency period as selected above.

3. LATEST COMMENCEMENT DATE: _____. Lessor's obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before the Latest Commencement Date.

4. EQUIPMENT LOCATION: _____

5. SELLER: _____

6. APPROPRIATIONS: Monies for all Rent and other payments due under the Lease Schedule for the Fiscal Period ending _____ are available from Lessee's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

ADDITIONAL PROVISIONS: With respect to this Lease Schedule only, Section 10 of this Master Lease Agreement is hereby replaced in its entirety with the following:

"10. EQUIPMENT RETURN REQUIREMENTS. As soon as practical following the last day of the Total Term of any Lease Schedule (and any other time Lessee is required to return Equipment to Lessor), but in no event later than thirty (30) days thereafter, Lessee shall cause the Contractor to (a) remove any Lessee labels, tags or other identifying marks and all hard drives or external drives containing identifying data of Lessee on or attached to the Equipment (b) carefully de-install the Equipment in accordance with the manufacturer's specifications and guidelines, and (c) make all of the Equipment available for Lessor's pick-up at a loading dock at Lessee's facilities, which must be accessible to a full size tractor trailer (individually each a "Designated Pick-up Location" and collectively the "Designated Pick-up Locations"). In the case of any item of Software to be returned to Lessor, Lessee shall also deliver to Lessor the original certificate of authenticity issued by the licensor of such Software, if any, the end user license agreement, any CD-ROM, diskettes or other media relating to such Software and any other materials originally delivered to Lessee with such Software. Tender of Equipment for return to Lessor shall be made at a mutually agreeable time during normal business hours and Lessee shall provide Lessor with not less than five (5) business days advance notice for any requested pick up. Lessor

[2] Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

shall cause its authorized carrier to pack the Equipment, pick up the Equipment at the applicable Designated Pick-up Location, and to ship the Equipment, insured, to Lessor's designated return facility. So long as the Designated Pick-up Location is within the State Lessee is located, and Lessee tenders Equipment under the Lease Schedule for pick-up of Equipment at each Designated Pick-up Location ("Minimum Pickup"), all actual charges from the Designated Pick-up Locations to Lessor's return facility(ies) shall be borne by Lessor; provided, however, that, Lessee shall pay further return charges if any one or more of the foregoing assumptions in this sentence are not applicable as follows: a) in the event Lessee fails to tender the Minimum Pickup, Lessee shall pay a minimum charge of $_____) which shall be payable by Lessee promptly upon Lessor's demand therefor after the return of the Equipment into Lessor's possession. All Equipment shall be returned to Lessor in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted.

7. FISCAL PERIOD: ___[Annual]_____

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THIS MASTER LEASE AGREEMENT AND THIS LEASE SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. LESSEE HEREBY REPRESENTS AND WARRANTS THAT ON AND AS OF THE DATE HEREOF EACH OF THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THIS MASTER LEASE AGREEMENT ARE TRUE, CORRECT AND COMPLETE.

LESSEE:	**LESSOR:** **HEWLETT-PACKARD FINANCIAL SERVICES COMPANY[4]**
By: _____	**By:** _____
_____ **Name and Title**	_____ **Name and Title**
_____ **Date**	_____ **Date**

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Exhibit B to Master Lease Agreement

Master Lease Agreement Number _____

Lease Schedule Number _____

STATE AND LOCAL GOVERNMENT MASTER FAIR MARKET VALUE (FMV) LEASE AGREEMENT ACCEPTANCE CERTIFICATE

Hewlett-Packard Financial Services Company[3] ("Lessor") and _____, an agency, department, institution of higher education, or political subdivision of the State of _____ ("Lessee") are parties to the State and Local Government Master FMV Lease Agreement (the "Master Lease Agreement") and Lease Schedule under such Master Lease Agreement (the "Lease Schedule") identified by the Master Lease Agreement Number and Lease Schedule Number, respectively, specified above. The Master Lease Agreement and Lease Schedule together comprise a separate Lease that is being accepted and commenced pursuant to this Acceptance Certificate. All capitalized terms used in this Acceptance Certificate without definition have the meanings ascribed to them in the Master Lease Agreement.

1. LEASE ACCEPTANCE. Lessee hereby acknowledges that the Equipment described in Section 1 of the Lease Schedule, or if different, the Equipment described in the attached invoice or other attachment hereto, has been delivered to the Equipment Location specified below, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under the Lease evidenced by the Master Lease Agreement and the Lease Schedule as of the Acceptance Date set forth below. Lessee authorizes Lessor to adjust the Rent payments on the Lease Schedule to reflect the Final Invoice Amount set forth on the attached invoice(s) if such amount is lower than the Total Cost on the Lease Schedule.

2. LESSEE ACKNOWLEDGEMENTS. Lessee hereby agrees to faithfully perform all of its obligations under the Master Lease Agreement and the Lease Schedule and reaffirms, as of the date hereof, its representations and warranties as set forth in the Master Lease Agreement. Lessee hereby acknowledges its agreement to pay Lessor Rent payments, as set forth in the Lease Schedule, plus any applicable taxes, together with all other costs, expenses and charges whatsoever which Lessee is required to pay pursuant to the Master Lease Agreement and the Lease Schedule, in each instance at the times, in the manner and under the terms and conditions set forth in the Master Lease Agreement and the Lease Schedule, respectively.

3. EQUIPMENT LOCATION. The Equipment has been installed and is located at the following Equipment Location:

_____

4. REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants that on and as of the date hereof each of the representations and warranties made by Lessee in the Master Lease Agreement are true, correct and complete.

_____

By: _____

_____
Name and Title

Acceptance Date: _____

[3] Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

ATTACHMENT 2 – HPFS MASTER LEASE PURCHASE AGREEMENT

Master Lease Agreement Number _____

Lessee's Organization Number _____
Lessee's Tax Identification Number _____
Lessee's UCC Section 9-307 Location _____

STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT

This State and Local Government Master Lease Purchase Agreement (together with Exhibits A and B attached hereto and hereby made a part hereof, (this "Master Agreement"), dated as of _____, is entered into by and between Hewlett-Packard Financial Services Company,[4] a Delaware corporation ("Lessor"), and _____, an agency, department, institution of higher education, or political subdivision of the State of _____ ("Lessee"). Capitalized terms used in this Master Lease Agreement without definition have the meanings ascribed to them in Section 32.

1. PURPOSE OF MASTER AGREEMENT. The purpose of this Master Lease Agreement is to set forth the general terms and conditions upon which Lessor shall lease to Lessee, and Lessee shall lease from Lessor, items of Hardware, Software or both (the "Equipment"). In connection with its execution of this Master Lease Agreement, Lessee shall deliver to Lessor an Officer's Certificate in form and substance acceptable to Lessor, executed by a duly authorized officer of Lessee and certifying as to, among other things, Lessee's authority to enter into this Master Lease Agreement, and the authority of Lessee's officers or representatives specified therein to execute this Master Lease Agreement and an opinion of Lessee's counsel in form and content satisfactory to Lessor.

2. COMMENCEMENT PROCEDURES. Subject to the other terms and conditions contained in this Master Lease Agreement and the applicable Lease Schedule, Lessee shall enter into individual Leases (hereinafter defined) with Lessor as follows:

(a) Execution of Lease Schedule. Lessor and Lessee mutually agree to enter into a Lease by executing a Lease Schedule in the form of Exhibit A with such changes as Lessor and Lessee shall have agreed to as conclusively evidenced by their execution thereof. Each such Lease Schedule shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased under such Lease Schedule. Each Lease Schedule, when executed by both Lessee and Lessor, together with this Master Lease Agreement, shall constitute a separate and distinct lease ("Lease"), enforceable according to its terms.

(b) Acceptance; Term of Leases. Lessee shall accept the Equipment subject to a Lease in accordance with Section 3. The Term of each Lease shall begin on the Acceptance Date of the Equipment subject to such Lease and shall continue for the period described in the applicable Lease Schedule unless a Non-appropriation shall have occurred.

(c) Adjustments to Lease Schedule. Lessee acknowledges that the Total Cost of Equipment and the related Rent payments set forth in any Lease Schedule may be estimates, and if the final invoice from the Seller attached to the related Acceptance Certificate(s) specifies a Total Cost that is less than the estimated Total Cost set forth in the Schedule, Lessee hereby authorizes Lessor to reduce the applicable Total Cost and Rent payment on the Lease Schedule by up to ten percent (10%) to reflect such final invoice amount (the "Final Invoice Amount"). All references in this Master Lease Agreement and any Lease Schedule to Total Cost and Rent shall mean the amounts thereof specified in the applicable Lease Schedule, as adjusted pursuant to this paragraph.

(d) Payment by Lessor. Within 30 days after Lessee's delivery to Lessor of a properly completed and executed Acceptance Certificate and all other documentation necessary to establish Lessee's acceptance of such Equipment under the related Lease and Lessor's acceptance of such Acceptance Certificate, Lessor shall pay the Contractor for the Equipment. Lessor shall not accept the Acceptance Certificate until it has received from Lessee (1) evidence of insurance with respect to the Equipment in compliance with Section 14 hereof, (2) a completed and executed original Form 8038-G or 8038-GC, as applicable, or evidence of filing thereof with the Internal Revenue Service in the manner required by Code Section 149(e), (3) an opinion of Lessee's counsel, if required by Lessor, in form and substance reasonably satisfactory to Lessor and (4) any other documents or items reasonably required by Lessor. Notwithstanding the foregoing, Lessor shall not be obligated to pay for the Equipment if a Lessee Default has occurred or an event has occurred and is continuing that with the passage of time or provision of notice would constitute a Lessee Default. Lessor and Lessee acknowledge that the date the Lessor pays the Contractor for the Equipment shall be the issue date of the obligation for federal income tax purposes in accordance with the Code and no Rent shall accrue prior to such date.

3. ACCEPTANCE OF EQUIPMENT. (a) Inspection of Equipment. Lessee agrees to inspect all Equipment as soon as reasonably practicable after the delivery thereof to Lessee.

(b) Acceptance Certificate. Upon the satisfactory inspection of the Equipment by Lessee, or if acceptance requirements for such Equipment are specified in the applicable Purchase Documents, as soon as such requirements are met, Lessee shall unconditionally and irrevocably accept the Equipment by executing and delivering to Lessor a properly completed Acceptance Certificate in substantially the form of Exhibit B.

4. RENT; LATE CHARGES. As lease payments ("Rent") for the Equipment under any Lease Schedule, Lessee agrees to pay the amounts specified in the applicable Lease Schedule on the due dates specified in the applicable Lease Schedule. Lessee agrees to pay Lessor interest on any Rent payment or other amount due hereunder that is not paid within 15 days of its due date, at the rate of 1% per month (or such lesser rate as is the maximum rate allowable under applicable law). Lessee will make provision for such payments in budgets submitted to its governing body for the purpose of obtaining funding for the payments.

[4] Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

5. TRANSFER OF EQUIPMENT ON EXPIRATION OF LEASE TERM. If Lessee has paid all Rent and all other amounts due under the Lease and has satisfied all other terms and conditions of the Lease, the Lease shall terminate and, except as provided in Section 28, Lessee shall be relieved of all of its obligations in favor of Lessor with respect to the Equipment and Lessor shall transfer all of its interest in such Equipment to Lessee "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor.

6. LEASES NON-CANCELABLE; NET LEASES; WAIVER OF DEFENSES TO PAYMENT. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT EACH LEASE HEREUNDER SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 7 HEREOF), AND THAT EACH LEASE HEREUNDER IS A NET LEASE SO THAT AMONG OTHER THINGS LESSEE SHALL PAY IN ADDITION TO THE RENT, TAXES, INSURANCE AND MAINTENANCE CHARGES RELATED TO THE EQUIPMENT. LESSEE AGREES THAT IT HAS AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE. LESSEE HEREBY WAIVES ANY RECOUPMENT, CROSS-CLAIM, COUNTERCLAIM OR ANY OTHER DEFENSE AT LAW OR IN EQUITY TO ANY RENT OR OTHER AMOUNT DUE WITH RESPECT TO ANY LEASE, WHETHER ANY SUCH DEFENSE ARISES OUT OF THIS MASTER LEASE AGREEMENT, ANY LEASE SCHEDULE, ANY CLAIM BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNEES OR SUPPLIER OR OTHERWISE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE OR INTEGRATE AS REPRESENTED OR WARRANTED BY SUPPLIER OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, LESSEE WILL MAKE ANY CLAIM ON ACCOUNT OF THOSE ISSUES SOLELY AGAINST SUPPLIER AND WILL NEVERTHELESS PAY ALL SUMS DUE WITH RESPECT TO EACH LEASE.

7. NONAPPROPRIATION. Notwithstanding anything contained in this Master Lease Agreement to the contrary, in the event that sufficient funds are not appropriated and budgeted by Lessee's governing body or are not otherwise available from other legally available sources in any fiscal period for the payment of Rent and other amounts due under any Lease, the Lease shall terminate on the last day of the fiscal period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Rent payments or other amounts herein agreed upon for which funds shall have been appropriated or are otherwise available. Lessee will immediately notify the Lessor or its assignee of such occurrence. In the event of such termination, Lessee shall immediately cease all use of the Equipment, and shall immediately de-install, disassemble, pack, crate, and return the Equipment subject to such Lease to Lessor (all in accordance with Section 10 of this Master Lease Agreement). Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by this Lease, shall be free and clear of any liens (except Lessor's lien) and shall comply with all applicable laws and regulations. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor or evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. At Lessor's request, Lessee shall promptly provide supplemental documentation as to such Non-Appropriation satisfactory to Lessor. Lessee's exercise of its rights pursuant to this Section 7 shall not affect the survival of any other provisions, including but not limited to Section 16, (other than the obligation to lease the Equipment and pay amounts due under the Lease) which survive the termination of the Lease.

8. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee assigns to Lessor all of Lessee's right, title and interest in and to (a) the Equipment described in each Lease Schedule, and (b) the Purchase Documents relating to such Equipment. Such assignment of the Purchase Documents is an assignment of rights only; nothing in this Master Lease Agreement shall be deemed to have relieved Lessee of any obligation or liability under any of the Purchase Documents, except that, as between Lessee and Lessor, Lessor shall pay the Contractor for the Equipment in accordance with Section 2(d) hereof. Lessee represents and warrants that it has reviewed and approved the Purchase Documents. In addition, if Lessor shall so request, Lessee shall deliver to Lessor a document acceptable to Lessor whereby Seller acknowledges and provides any required consent to such assignment. For the avoidance of doubt, Lessee covenants and agrees that it shall at all times during the Term of each Lease comply in all respects with the terms of any License Agreement relating to any Equipment leased thereunder. **IT IS ALSO SPECIFICALLY UNDERSTOOD AND AGREED THAT NEITHER SUPPLIER NOR ANY SALESPERSON OF SUPPLIER IS AN AGENT OF LESSOR, NOR ARE THEY AUTHORIZED TO WAIVE OR ALTER ANY TERMS OF THIS MASTER LEASE AGREEMENT OR ANY LEASE SCHEDULE.**

9. ASSIGNMENT OF SUPPLIER WARRANTIES. To the extent permitted, Lessor hereby assigns to Lessee all Equipment warranties provided by any Supplier in the applicable Purchase Documents. Lessee shall have the right to take any action it deems appropriate to enforce such warranties provided such enforcement is pursued in Lessee's name and at its expense. In the event Lessee is precluded from enforcing any such warranty in its name and to the extent Lessor retains title to the Equipment, Lessor shall, upon Lessee's request, take reasonable steps to enforce such warranty. In such circumstances, Lessee shall, promptly upon demand, reimburse Lessor for all expenses incurred by Lessor in enforcing the Supplier warranty. Any recovery resulting from any such enforcement efforts shall be divided between Lessor and Lessee as their interests may appear.

10. RESERVED.

11. EQUIPMENT USE, MAINTENANCE AND ADDITIONS. Lessee is solely responsible for the selection, and operation of the Equipment and all costs related thereto. Lessee shall at all times operate and maintain the Equipment in good working order, repair, condition and appearance, and in accordance with the manufacturer's specifications and recommendations. On reasonable prior notice to Lessee, Lessor and Lessor's agents shall have the right, during Lessee's normal business hours and subject to Lessee's reasonable, standard security procedures, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment and observing its use. Except in the case of Software, Lessee shall, at its expense, enter into and maintain and enforce at all times during the Term of each Lease a maintenance agreement to service and maintain the related Equipment, upon terms, and with a provider, reasonably acceptable to Lessor. Lessee shall make no alterations or additions to the Equipment, except those that (a) will not void any warranty made by the Supplier of the Equipment, result in the creation of any security interest, lien or encumbrance on the Equipment or impair the value or use of the Equipment

either at the time made or at the end of the Term of the applicable Lease, and are readily removable without damage to the Equipment ("Optional Additions"), or (b) are required by any applicable law, regulation or order. All additions to the Equipment or repairs made to the Equipment, except Optional Additions, become a part of the Equipment and Lessor's property at the time made; Optional Additions which have not been removed in the event of the return of the Equipment shall become Lessor's property upon such return.

12. EQUIPMENT OWNERSHIP; LIENS; LOCATION. Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 7 hereof, or (ii) upon the occurrence of a Lessee Default as defined in Section 22 hereof, and as long as such Lessee Default is continuing, title to the Equipment (including Substitute Equipment) will immediately vest in Lessor or its assignee. Lessee covenants with respect to each Lease that: (i) it will not pledge or encumber the Equipment or Lessor's interest in the Equipment in any manner whatsoever nor create or permit to exist any levy, lien or encumbrance thereof or thereon except those created by or through Lessor; (ii) the Equipment shall remain personal property whether or not affixed to realty and shall not become a fixture or be made to become a part of any real property on which it is placed without Lessor's prior written consent; and (iii) Lessee shall maintain the Equipment so that it does not become essential to and may be removed from any building in which it is placed without any damage to the building or the Equipment. Provided Lessee remains in possession and control of the Equipment, Lessee may relocate any Equipment from the Equipment Location specified in the applicable Lease Schedule to another of its locations within the State of the Equipment Location upon prior written notice to Lessor specifying the new Equipment Location or to another of its locations within the United States after receiving the written consent of Lessor to such relocation. Lessee shall not locate or relocate any Equipment such that any third party comes into possession or control thereof without Lessor's prior written consent; provided, however, that Lessor shall not unreasonably withhold its consent to the location or relocation of Equipment to a third party co-location or hosting facility if such third party shall have executed and delivered to Lessor a waiver agreement in form and substance acceptable to Lessor pursuant to which, among other things, such third party shall have waived any rights to the Equipment and agreed to surrender the Equipment to Lessor in the event of a Lessee Default under this Master Lease Agreement. Notwithstanding the foregoing, Lessor agrees that equipment usable outside of a fixed office environment, may be relocated on a non-permanent basis from the Equipment Location originally specified in the applicable Lease Schedule without Lessor's prior written consent, provided that (i) such relocation is made by Lessee's primary employee in the custody and control of such Equipment; (ii) the primary employee remains in possession and control of the Equipment, and (iii) the primary employee's principal office is the Equipment Location.

13. SECURITY INTEREST; MAXIMUM RATE. In order to secure all of its obligations hereunder, Lessee hereby, to the extent permitted by law and to secure payment and performance of Lessee's obligations under this Master Lease Agreement and all Lease Schedules, grants Lessor a purchase money security interest in the related Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including, without limitation, insurance proceeds) thereto as well as a security interest in any other Equipment financed pursuant to this Master Lease Agreement. or any other agreement between Lessor and Lessee (collectively, the "Collateral"). In any such event, notwithstanding any provisions contained in this Master Lease Agreement or in any Lease Schedule, neither Lessor nor any Assignee shall be entitled to receive, collect or apply as interest any amount in excess of the maximum rate or amount permitted by applicable law. In the event Lessor or any Assignee ever receives, collects or applies as interest any amount in excess of the maximum amount permitted by applicable law, such excess amount shall be applied to the unpaid principal balance and any remaining excess shall be refunded to Lessee. In determining whether the interest paid or payable under any specific contingency exceeds the maximum rate or amount permitted by applicable law, Lessor and Lessee shall, to the maximum extent permitted under applicable law, characterize any non-principal payment as an expense or fee rather than as interest, exclude voluntary prepayments and the effect thereof, and spread the total amount of interest over the entire term of this Master Lease Agreement and all Lease Schedules. Lessee agrees that Lessor may file this Lease as a financing statement evidencing such security interest or any other financing statement deemed necessary by Lessor and agrees to execute and deliver all certificates of title and other instruments necessary or appropriate to evidence such security interest.

14. RISK OF LOSS AND INSURANCE. Lessee assumes any and all risk of loss or damage to the Equipment from the time such Equipment is in Lessee's possession until such Equipment is returned to and is received by Lessor in accordance with the terms and conditions of this Master Lease Agreement. Lessee agrees to keep the Equipment insured at Lessee's expense against all risks of loss from any cause whatsoever, including without limitation, loss by fire (including extended coverage), theft and damage. Lessee agrees that such insurance shall name Lessor as a loss payee and cover not less than the replacement value of the Equipment. Lessee also agrees that it shall carry commercial general liability insurance in an amount not less than $2,000,000 total liability per occurrence and cause Lessor and its affiliates and its and their successors and assigns, to be named additional insureds under such insurance. Each policy shall provide that the insurance cannot be canceled without at least 30 days' prior written notice to Lessor, and no policy shall contain a deductible in excess of $25,000. Upon Lessor's prior written consent, in lieu of maintaining insurance obtained by third party insurance carriers, Lessee may self-insure against such risks, provided that Lessor's interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self-insurance program is consistent with prudent business practices with respect with such insurance risk. Lessee shall provide to Lessor (a) on or prior to the Acceptance Date for each Lease, and from time to time thereafter, certificates of insurance evidencing such insurance coverage throughout the Term of each Lease, and (b) upon Lessor's request, copies of the insurance policies. If Lessee fails to provide Lessor with such evidence, then Lessor will have the right, but not the obligation, to purchase such insurance protecting Lessor at Lessee's expense. Lessee's expense shall include the full premium paid for such insurance and any customary charges, costs or fees of Lessor. Lessee agrees to pay such amounts in substantially equal installments allocated to each Rent payment (plus interest on such amounts at the rate of 1% per month or such lesser rate as is the maximum rate allowable under applicable law).

15. CASUALTY LOSS. Lessee shall notify Lessor of any Casualty Loss or repairable damage to any Equipment as soon as reasonably practicable after the date of any such occurrence but in no event later than 30 days after such occurrence. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall (a) at Lessee's option provided no Lessee Default has occurred nor an event that with the passage of time or provision of notice would constitute a Lessee Default has occurred and is continuing or (b) at Lessor's option if a Lessee Default has occurred or an event that with the passage of time or provision of notice would constitute a Lessee Default has

occurred and is continuing, (1) subject to Section 7 hereof, pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss, or (2) substitute and replace each item of Equipment suffering the Casualty Loss with an item of Substitute Equipment. If Lessee shall pay the Stipulated Loss Value of the Equipment suffering a Casualty Loss, upon Lessor's receipt in full of such payment the applicable Lease shall terminate as it relates to such Equipment and, except as provided in Section 28, Lessee shall be relieved of all obligations under the applicable Lease as it relates to such Equipment. If Lessee shall replace Equipment suffering a Casualty Loss with items of Substitute Equipment the applicable Lease shall continue in full force and effect without any abatement of Rent with such Substitute Equipment thereafter being deemed to be Equipment leased thereunder. Upon Lessor's receipt of such payment of Stipulated Loss Value in full or replacement of the Equipment suffering the Casualty Loss with Substitute Equipment, Lessor shall transfer to Lessee all of Lessor's interest in the Equipment suffering the Casualty Loss "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor. In the event of any repairable damage to any Equipment, the Lease shall continue with respect to such Equipment without any abatement of Rent and Lessee shall, at its expense, from insurance proceeds or other funds legally available, promptly cause such Equipment to be repaired to the condition it is required to be maintained pursuant to Section 11.

16. TAXES. Lessor shall report and pay all applicable Taxes now or hereafter imposed or assessed by any governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Lease, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be reported and paid by Lessee. Lessee shall promptly reimburse Lessor for all such applicable Taxes paid by Lessor, together with any penalties or interest in connection therewith attributable to Lessee's acts or failure to act, excluding (a) Taxes on or measured by the overall gross or net income or items of tax preference of Lessor, (b) as to any Lease the related Equipment, Taxes attributable to the period after the return of such Equipment to Lessor, and (c) Taxes imposed as a result of a sale or other transfer by Lessor of any portions of its interest in any Lease or in any Equipment except for a sale of other transfer to Lessee or a sale or other transfer occurring after and during the continuance of any Lessee Default.

17. GENERAL LIABILITY. As between Lessor and Lessee, to the extent permitted by law, Lessee shall bear sole liability for any and all Claims arising directly or indirectly out of or in connection with any matter involving this Master Lease Agreement, the Equipment or any Lease Schedule, including but not limited to the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use (including any patent, trademark or copyright infringement), condition, return or operation of any Equipment or the enforcement of Lessor's rights under any Lease. Notwithstanding the foregoing, Lessee shall have no liability for any Claim arising solely as a result of Lessor's gross negligence or willful misconduct.

18. TAX REPRESENTATIONS AND COVENANTS AND TAX PAYMENTS. (a) Lessee represents, covenants and warrants that: (i) Lessee is a political subdivision, institution of higher education, or agency or department of the State in which it is located; (ii) a portion of the Rent is interest based on the total Equipment cost as shown on a Lease Schedule and such interest portion of the Rent shall be excluded from Lessor's gross income pursuant to Section 103 of the Code; (iii) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (iv) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (v) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Rent payments to be or become includable in gross income for federal income taxation purposes under the Code; (vii) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term; (viii) Lessee has never failed to appropriate funds for payment of any amount due pursuant to a lease purchase agreement, a conditional sales agreement or any similar type of obligation; and (ix) Lessee is not and has never been in default under any bond, note, lease purchase agreement or other type of financial obligation to which it has been a party. (b) This Master Lease Agreement has been entered into on the basis that Lessor or any Assignee of Lessor shall claim that the interest paid hereunder is exempt from federal income tax under Section 103(a) of the Code. Upon a breach by Lessee of any of its representations, warranties and covenants in Section 18(a) above and as a result thereof, the United States Government disallows, eliminates, reduces, recaptures, or disqualifies, in whole or in part, any benefits of such exemption, Lessee shall then pay to Lessor, at Lessor's election, either: (i) supplemental payment(s) to Lessor during the remaining period of the Term(s) in an amount necessary to permit Lessor to receive (on an after tax basis over the full term of the Master Lease Agreement) the same rate of return that Lessor would have realized had there not been a loss or disallowance of such benefits, together with the amount of any interest or penalty which may be assessed by the governmental authority with respect to such loss or disallowance; or (ii) a lump sum payable upon demand to Lessor which shall be equal to the amount necessary to permit Lessor to receive (on an after tax basis over the full term of the Master Lease Agreement) the same rate of return that Lessor would have realized had there not been a loss or disallowance of such benefits together with the amount of any interest or penalty which may be assessed by the governmental authority with respect to such loss or disallowance.

19. COVENANT OF QUIET ENJOYMENT. So long as no Lessee Default exists, and no event shall have occurred and be continuing which, with the giving of notice or the passage of time or both, would constitute a Lessee Default, neither Lessor nor any party acting or claiming through Lessor, by assignment or otherwise, will disturb Lessee's quiet enjoyment of the Equipment during the Term of the related Lease.

20. DISCLAIMERS AND LESSEE WAIVERS. LESSEE LEASES THE EQUIPMENT FROM LESSOR "AS IS, WHERE IS." IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 19, LESSOR MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY, OPERATION, OR CONDITION OF ANY EQUIPMENT (OR ANY PART THEREOF), THE MERCHANTABILITY OR FITNESS OF EQUIPMENT FOR A PARTICULAR PURPOSE, OR ISSUES REGARDING PATENT INFRINGEMENT, TITLE AND THE LIKE; (B) LESSOR SHALL NOT BE DEEMED TO HAVE MADE, BE BOUND BY OR LIABLE FOR, ANY REPRESENTATION, WARRANTY OR PROMISE MADE BY THE SUPPLIER OF ANY EQUIPMENT (EVEN IF LESSOR IS AFFILIATED WITH SUCH SUPPLIER); (C)

LESSOR SHALL NOT BE LIABLE FOR ANY FAILURE OF ANY EQUIPMENT OR ANY DELAY IN THE DELIVERY OR INSTALLATION THEREOF; (D) LESSEE HAS SELECTED ALL EQUIPMENT WITHOUT LESSOR'S ASSISTANCE; AND (E) LESSOR IS NOT A MANUFACTURER OF ANY EQUIPMENT. IT IS FURTHER AGREED THAT LESSOR SHALL HAVE NO LIABILITY TO LESSEE, OR ANY THIRD PARTIES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS MASTER LEASE AGREEMENT OR ANY LEASE SCHEDULE OR CONCERNING ANY EQUIPMENT, OR FOR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY OR LESSOR'S NEGLIGENCE; PROVIDED, HOWEVER, THAT NOTHING IN THIS MASTER LEASE AGREEMENT SHALL DEPRIVE LESSEE OF ANY RIGHTS IT MAY HAVE AGAINST ANY PERSON OTHER THAN LESSOR. LESSOR AND LESSEE AGREE THAT THE LEASES SHALL BE GOVERNED BY THE EXPRESS PROVISIONS OF THIS MASTER LEASE AGREEMENT AND THE APPLICABLE FUNDAMENTAL AGREEMENTS AND NOT BY THE CONFLICTING PROVISIONS OF ANY OTHERWISE APPLICABLE LAW. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY STATUTE OR OTHERWISE, IN EITHER CASE THAT ARE INCONSISTENT WITH OR THAT WOULD LIMIT OR MODIFY LESSOR'S RIGHTS SET FORTH IN THIS MASTER LEASE AGREEMENT.

21. LESSEE WARRANTIES. Lessee represents, warrants and covenants to Lessor with respect to each Lease that: (a) Lessee has the power and authority to enter into each of the Fundamental Agreements; (b) all Fundamental Agreements are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their terms and do not violate or create a default under any instrument or agreement binding on Lessee; (c) there are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on Lessee or any Fundamental Agreement, unless such actions have been disclosed to Lessor and consented to in writing by Lessor; (d) Lessee shall comply in all material respects with all laws and regulations the violation of which could have a material adverse effect upon the Equipment or Lessee's performance of its obligations under any Fundamental Agreement; (e) each Fundamental Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; (f) all financial statements, certificates or summaries relating to Lessee's financial condition, fiscal budget or the assessment and collection of taxes and other related information furnished by Lessee shall be prepared in accordance with generally accepted accounting principles in the United States in effect at that time and shall fairly present Lessee's financial position as of the dates given on such statements; (g) since the date of the most recent annual financial statement, there has been no material adverse change in the financial condition of, or the level of assessment or collection of taxes by, the Lessee; (h) the Equipment, subject to any Lease, is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the Term of such Lease only by Lessee and only to perform such function; (i) Lessee intends to use the Equipment for the entire Term of such Lease and all Equipment will be used for business purposes only and not for personal, family or household purposes; (j) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (k) there has been no material change in the budget for Lessee's current Fiscal Period since its adoption; (l) Lessee's obligations to pay Rent and any other amounts due under this Lease constitute a current expense and not a debt of Lessee under applicable state law; (m) no provision of this Lease constitutes a pledge of the tax or general revenues of Lessee; (n) Lessee does not export, re-export, or transfer any Equipment, Software, system software or source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States government and other applicable governments; (o) Lessee does not use any Equipment, Software or system software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and (p) Lessee is not an entity designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited.

22. DEFAULT. Any of the following shall constitute a default by Lessee (a "Lessee Default") under this Master Lease Agreement and all Leases: (a) Lessee fails to pay any Rent payment or any other amount payable to Lessor under this Master Lease Agreement or any Lease Schedule within 45 days after its due date; or (b) Lessee defaults on or breaches any of the other terms and conditions of any Material Agreement, and fails to cure such breach within 45 days after written notice thereof from Lessor; or (c) any representation or warranty made by Lessee in any Material Agreement proves to be incorrect in any material respect when made or reaffirmed; or (d) any change occurs in relation to Lessee's financial condition that, in Lessor's opinion, would have a material adverse effect on Lessee's ability to perform its obligations under this Master Lease Agreement or under any Lease Schedule or (e) Lessee becomes insolvent or fails generally to pay its debts as they become due; or (f) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency or receivership law is filed by or against Lessee (and, if such is proceeding is involuntary, it is not dismissed within 60 days after the thereof) or Lessee takes any action to authorize any of the foregoing matters; (g) any Equipment is levied against, seized or attached; or (h) any letter of credit or guaranty issued in support of a Lease is revoked, breached, canceled or terminated (unless consented to in advance by Lessor).

24. REMEDIES. If a Lessee Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) declare all amounts due and to become due during Lessee's current fiscal year to be immediately due and payable; or (b) terminate this Master Lease Agreement; or (c) take possession of, or render unusable, the Equipment without demand or notice and without any court order or other process of law in accordance with Lessee's reasonable security procedures, and no such action shall constitute a termination of any Lease; or (d) require Lessee to deliver the Equipment to a location specified by Lessor; or (e) require Lessee to immediately pay to Lessor, as compensation for loss of Lessor's bargain and not as a penalty, a sum equal to: (1) All past due payments and all other amounts payable under the Lease, and (2) pay all unpaid payments for the remainder of the Lease term, discounted at a rate equal to three percent (3%) per year to the date of default; and require Lessee to promptly return the Equipment, or (f) exercise any other right or remedy available to Lessor at law or in equity. Also, Lessee shall pay Lessor (i) all costs and expenses that Lessor may incur to maintain, safeguard or preserve the Equipment, and other expenses incurred by Lessor in enforcing any of the terms, conditions or provisions of this Master Lease Agreement (including reasonable legal fees and collection agency costs) and (ii) all costs incurred by Lessor in exercising any of its remedies hereunder (including reasonable legal fees). Upon repossession or surrender of any Equipment, Lessor will lease, sell or otherwise dispose

of the Equipment in a commercially reasonable manner, with or without notice and at public or private sale, and apply the net proceeds thereof to the amounts owed to Lessor under this Master Lease Agreement; provided, however, that Lessee will remain liable to Lessor for any deficiency that remains after any sale or lease of such Equipment. Any proceeds of any sale or lease of such Equipment in excess of the amounts owed to Lessor under this Master Lease Agreement will be retained by Lessor. Lessee agrees that with respect to any notice of a sale required by law to be given, 10 days' notice will constitute reasonable notice. With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment or other Collateral securing Lessee's obligations under the applicable Lease Schedule, Lessee acknowledges and agrees as follows: (i) Lessor shall cause Contractor to clean-up or otherwise prepare the Equipment or any other Collateral for disposition, (ii) Lessor may comply with any applicable state or federal law requirements in connection with any disposition of the Equipment or other Collateral, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any such disposition, and (iii) Lessor may convey the Equipment and any other Collateral on an "AS IS, WHERE IS" basis, and without limiting the generality of the foregoing, may specifically exclude or disclaim any and all warranties, including any warranty of title or the like with respect to the disposition of the Equipment or other Collateral, and no such conveyance or such exclusion or such disclaimer of any warranty shall be deemed to have adversely affected the commercial reasonableness of any such disposition. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

24. PERFORMANCE OF LESSEE'S OBLIGATIONS. If Lessee fails to perform any of its obligations hereunder, Lessor may perform any act or make any payment that Lessor deems reasonably necessary for the maintenance and preservation of the Equipment and Lessor's interests therein; provided, however, that the performance of any act or payment by Lessor shall not be deemed a waiver of, or release Lessee from, the obligation at issue. All sums so paid by Lessor, together with expenses (including legal fees and costs) incurred by Lessor in connection therewith, shall be paid to Lessor by Lessee immediately upon demand.

25. PURCHASE OPTIONS. Lessee may elect, by delivering to Lessor at least 30 days' prior written notice, to purchase on any Rent payment date not less than all Units of Equipment then subject to the Lease (other than items of Software that may not be sold by Lessor under the terms of any applicable License Agreement) for an amount equal to the sum of the Rent then due, all other amounts due under the Lease and the Concluding Payment for such Equipment as of the designated Rent payment date; provided no Lessee Default shall have occurred and be continuing or no event has occurred which with notice or lapse of time could constitute a Lessee Default. In the event of such an election, Lessee shall pay such amount to Lessor, in immediately available funds, on or before the designated Rent payment date. If Lessee shall have elected to purchase the Equipment, shall have so paid the purchase price and shall have fulfilled the terms and conditions of this Master Lease Agreement and the related Lease Schedule, then (1) the Lease with respect to such Equipment shall terminate on the designated Rent payment date and, except as provided in Section 28, Lessee shall be relieved of all of its obligations in favor of Lessor with respect to such Equipment, and (2) Lessor shall transfer all of its interest in such Equipment to Lessee "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor.

26. ASSIGNMENT. Lessor shall have the unqualified right to sell, assign, grant a security interest in or otherwise convey any part of its interest in this Master Lease Agreement, any Lease Schedule or any Equipment, in whole or in part, with prior notice to Lessee. If any Lease is sold, assigned, or otherwise conveyed, Lessee agrees that Lessor's purchaser, assignee or transferee, as the case may be ("Assignee") shall (a) have the same rights, powers and privileges that Lessor has under the applicable Lease Schedule, (b) have the right to receive from Lessee all amounts due under the applicable Lease Schedule; and (c) not be required to perform any obligations of Lessor, other than those that are expressly assumed in writing by such Assignee. Lessee agrees to execute such acknowledgements to such assignment as may be reasonably requested by Lessor or the Assignee. Lessee further agrees that, in any action brought by such Assignee against Lessee to enforce Lessor's rights hereunder, Lessee will not assert against such Assignee any set-off, defense or counterclaim that Lessee may have against Lessor or any other person. Unless otherwise specified by Lessor and the Assignee, Lessee shall continue to pay all amounts due under the applicable Lease Schedule to Lessor; provided, however, that upon notification from Lessor and the Assignee, Lessee covenants to pay all amounts due under the applicable Lease Schedule to such Assignee when due and as directed in such notice. Lessee further agrees that any Assignee may further sell, assign, grant a security interest in or otherwise convey its rights and interests under the applicable Lease Schedule with the same force and effect as the assignment described herein. Lessee may not assign, transfer, sell, sublease, pledge or otherwise dispose of this Master Lease Agreement, any Lease Schedule, any Equipment or any interest therein. Lessee shall acknowledge each such assignment in writing if so requested and keep a complete and accurate record of all such assignments in a manner that complies with Section 149 of the Code, and regulations promulgated thereunder without the prior written consent of Lessor, which consent shall not be unreasonably withheld so long as any such proposed assignee is of equal or better creditworthiness than Lessee, and appropriate documentation has been signed and provided to Lessor, all as Lessor shall determine. Lessor shall remain liable for all of its obligations under this Master Lease Agreement, or any Lease Schedule not otherwise assigned to Assignee pursuant to this Section 26 unless Lessee otherwise agrees in writing.

27. FURTHER ASSURANCES. Lessee agrees to promptly execute and deliver to Lessor such further documents and take such further action as Lessor may require in order to more effectively carry out the intent and purpose of this Master Lease Agreement and any Lease Schedule. Without limiting the generality of the foregoing, Lessee agrees (a) to furnish to Lessor from time to time, its certified financial statements, officer's certificates and appropriate resolutions, opinions of counsel and such other information and documents as Lessor may reasonably request, and (b) to execute and timely deliver to Lessor such documents that Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's interest in the Equipment. It is also agreed that Lessor or Lessor's agent may file as a financing statement, any lease document (or copy thereof, where permitted by law) or other financing statement that Lessor deems appropriate to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's interest in the Equipment. Upon demand, Lessee will promptly reimburse Lessor for any filing or recordation fees or expenses (including legal fees and costs) incurred by Lessor in perfecting or protecting its interests in any Collateral. Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's full and accurate legal name and that the information set forth on the first page hereof regarding its organization number, tax identification number and location is true and correct as of the date hereof. Lessee further agrees to provide Lessor advance written notice of any change in the foregoing.

TERM OF MASTER LEASE AGREEMENT; SURVIVAL. This Master Lease Agreement shall commence and be effective upon the execution hereof by both parties and shall continue in effect until terminated by either party by 30 days' prior written notice to the other, provided that the effective date of the termination is after all obligations of Lessee arising hereunder and pursuant to any Lease Schedule have been fully satisfied. Notwithstanding the foregoing, all representations, warranties and covenants made by Lessee hereunder shall survive the termination of this Master Lease Agreement and shall remain in full force and effect. All of Lessor's rights, privileges and indemnities under this Master Lease Agreement or any Lease Schedule, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of such Lease, shall survive such expiration or termination and be enforceable by Lessor and Lessor's successors and assigns.

29. WAIVER OF JURY TRIAL. LESSEE AND LESSOR HEREBY EXPRESSLY WAIVE ANY RIGHT TO DEMAND A JURY TRIAL WITH RESPECT TO ANY ACTION OR PROCEEDING INSTITUTED BY LESSOR OR LESSEE IN CONNECTION WITH THIS MASTER LEASE AGREEMENT OR ANY FUNDAMENTAL AGREEMENT.

30. NOTICES. All notices, requests, demands, waivers and other communications required or permitted to be given under this Master Lease Agreement or any related Fundamental Agreement shall be in writing and shall be deemed to have been received upon receipt if delivered personally or by a nationally recognized overnight courier service, or by confirmed facsimile transmission, or 3 days after deposit in the United States mail, certified, postage prepaid with return receipt requested, addressed as follows (or such other address or fax number as either party shall so notify the other):

If to Lessor:

Hewlett-Packard Financial Services Company
200 Connell Drive, Suite 5000
Berkeley Heights, NJ 07922
Attn: Director of Operations North America
Fax: (908) 898-4882

If to Lessee:

_____
_____
_____
Attn: _____
("Authorized Lessee Representative")
Fax:

31. MISCELLANEOUS

(a) Governing Law. THIS MASTER LEASE AGREEMENT AND EACH LEASE SCHEDULE SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF EQUIPMENT LOCATION.

(b) Credit Review. Lessee consents to a reasonable credit review by Lessor for each Lease.

(c) Captions and References. The captions contained in this Master Lease Agreement and any Lease Schedule are for convenience only and shall not affect the interpretation of this Master Lease Agreement or any Lease Schedule. All references in this Master Lease Agreement to Sections and Exhibits refer to Sections hereof and Exhibits hereto unless otherwise indicated.

(d) Entire Agreement; Amendments. This Master Agreement and any related Fundamental Agreements executed by both Lessor and Lessee supersede all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto.

(e) No Waiver. Any failure of Lessor to require strict performance by Lessee, or any written waiver by Lessor of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof.

(f) Lessor Affiliates. Lessee understands and agrees that Hewlett-Packard Financial Services Company or any affiliate or subsidiary thereof may, as lessor, execute Lease Schedules under this Master Lease Agreement, in which event the terms and conditions of the applicable Lease Schedule and this Master Lease Agreement as it relates to the lessor under such Lease Schedule shall be binding upon and shall inure to the benefit of such entity executing such Lease Schedule as lessor, as well as any successors or assigns of such entity. Lessee agrees that Lessor may disclose any information provided by Lessee to Lessor or created by Lessor in the course of administering the Material Agreements to any parent or affiliate of Lessor.

(g) Invalidity. If any provision of this Master Lease Agreement or any Lease Schedule shall be prohibited by or invalid under law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Lease Agreement or such Lease Schedule.

(h) Counterparts. This Master Lease Agreement may be executed in counterparts, which collectively shall constitute one document.

(i) Lessor Reliance. Lessor may act in reliance upon any instruction, instrument or signature reasonably believed by Lessor in good faith to be genuine. Lessor may assume that any employee of Lessee who executes any document or gives any written notice, request or instruction has the authority to do so.

32. DEFINITIONS. All capitalized terms used in this Master Lease Agreement have the meanings set forth below or in the Sections of this Master Lease Agreement referred to below:

"Acceptance Certificate" means an Acceptance Certificate in substantially the form of Exhibit B, executed by Lessee and delivered to Lessor in accordance with Section 3.

"Acceptance Date" means, as to any Lease, the date Lessee shall have accepted the Equipment subject to such Lease in accordance with Section 3.

"Assignee" means any assignee of all or any portion of Lessor's interest in this Master Lease Agreement, any Lease Schedule or any Equipment, whether such assignee received the assignment of such interest from Lessor or a previous assignee of such interest.

"Authorized Lessee Representative" has the meaning specified in Section 30.

"Casualty Loss" means, with respect to any Equipment, the condemnation, taking, loss, destruction, theft or damage beyond repair of such Equipment.

"Casualty Value" means, as to any Equipment, an amount determined as of the date of the Casualty Loss or Lessee Default in

question ("Calculation Date") pursuant to a "Table of Casualty Values" attached to the applicable Lease Schedule or, if no "Table of Casualty Values" is attached to the applicable Lease Schedule, an amount equal to the sum of (a) the present value (as of the Calculation Date and discounted at the Discount Rate compounded monthly) of all Rent payments payable after the Calculation Date through the scheduled date of expiration of the Then Applicable Term, plus (b) an amount determined by multiplying the applicable casualty percentage specified below by the Total Cost of such Equipment. The "Discount Rate" shall mean a rate equal to the 2 year inter-bank swap rate quoted by Bloomberg L.P. (or, where not available, such other 2 year inter-bank swap rate quoted by a commercially available publication reasonably designated by us) at the Acceptance Date of the applicable Lease Schedule. The applicable casualty percentage will be 50% for Equipment having an Initial Term of less than 24 months; 40% for Equipment having an Initial Term of 24 months or greater, but less than 36 months; 30% for Equipment having an Initial Term of 36 months or greater, but less than 48 months; and 25% for Equipment having an Initial Term of 48 months or greater.

"Claims" means all claims, actions, suits, proceedings, costs, expenses (including, without limitation, court costs, witness fees and attorneys' fees), damages, obligations, judgments, orders, penalties, fines, injuries, liabilities and losses, including, without limitation, actions based on Lessor's strict liability in tort.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" has the meaning specified in Section 13.

"Concluding Payments" means the list of concluding payments on the attachment to the applicable Schedule.

"Daily Rent" means, as to any Lease Schedule, an amount equal to the per diem Rent payable under the applicable Lease Schedule (calculated on the basis of a 360 day year and 30 day months).

"Equipment" has the meaning specified in Section 1.

"Equipment Location" means, as to any Equipment, the address at which such Equipment is located from time to time, as originally specified in the applicable Lease Schedule and as subsequently specified in a notice delivered to Lessor pursuant to Section 12, if applicable.

"Fair Market Value" means the total price that would be paid for any specified Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. Such total price shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

"Final Invoice Amount" has the meaning set forth in Section 2(c).

"First Payment Date" means, as to any Lease Schedule, the date the first Rent payment with respect to such Lease Schedule is due, as determined pursuant to the terms of the applicable Lease Schedule.

"Fiscal Period" shall mean the fiscal year of Lessee, as it may be more particularly described in a Lease Schedule.

"Fundamental Agreements" means, collectively, this Master Lease Agreement, each Lease Schedule and Acceptance Certificate as part of the Participating Addendum Number _____ to Contract for the NASPO ValuePoint Master Agreement Number 140596 with Lessee as the Participating Entity and related Material Agreements..

"Hardware" means items of tangible equipment and other property.

"Lease" has the meaning specified in Section 2(a).

"Lessee" has the meaning specified in the preamble hereof.

"Lessee Default" has the meaning specified in Section 22.

"Lessor" has the meaning specified in the preamble hereof.

"License Agreement" means any license agreement or other document granting the purchaser the right to use Software or any technical information, confidential business information or other documentation relating to Hardware or Software, as amended, modified or supplemented by any other agreement between the licensor and Lessor.

"Master Lease Agreement" has the meaning specified in the preamble hereof.

"Material Agreements" means, collectively, all Fundamental Agreements, all other material agreements by and between Lessor and Lessee, and any application for credit, financial statement, or financial data required to be provided by Lessee in connection with any Lease.

"Non-Appropriation" has the meaning specified in Section 7.

"Optional Additions" has the meaning specified in Section 11.

"Purchase Documents" means, as to any Equipment, any purchase order, contract, bill of sale, License Agreement, invoice and/or other documents that Lessee has, at any time, approved, agreed to be bound by or entered into with any Supplier of such Equipment relating to the purchase, ownership, use or warranty of such Equipment.

"Rent" has the meaning specified in Section 4.

"Schedule" means, unless the context shall otherwise require, a Schedule executed by Lessor and Lessee pursuant to Section 2(a).

"Seller" means, as to any Equipment, the seller of such Equipment as specified in the applicable Schedule.

"Software" means copies of computer software programs owned or licensed by Lessor, and any disks, CDs, or other media on which such programs are stored or written.

"State" means any of the states of the United States, its territories and possessions.

"Stipulated Loss Value" means, as to any Equipment, an amount equal to the sum of (a) all Rent (including the Daily Rent from the Rent payment date immediately preceding the date of the Casualty Loss or Lessee Default to the date of the Casualty Loss or Lessee Default) and other amounts due and owing with respect to such Equipment as of the date of payment of such amount, plus (b) the Casualty Value of such Equipment.

"Substitute Equipment" means, as to any item of Hardware or Software subject to a Lease, a substantially equivalent or better item of Hardware or Software having equal or greater capabilities and equal or greater Fair Market Value manufactured or licensed by the same manufacturer or licensor as such item of Hardware or Software subject to a Lease. The determination of whether any item of Equipment is substantially equivalent or better than an item of Equipment subject to a Lease shall be based on all relevant facts and circumstances.

"Supplier" means as to any Equipment, the Seller and the manufacturer or licensor of such Equipment collectively, or where the context requires, any of them.

"System Software" means an item of Software that is pre-loaded on an item of Hardware purchased by Lessor for lease hereunder for which the relevant Purchase Documents specify no purchase price separate from the aggregate purchase price specified for such items of Hardware and Software.

"Taxes" means all license and registration fees and all taxes (local, state and federal), fees, levies, imposts, duties, assessments, charges and withholding of any nature whatsoever, however designated (including, without limitation, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) other than taxes measured by Lessor's income.

"Term" means the term thereof as specified in the related Lease Schedule.

"Total Cost" means as to any Lease, the total acquisition cost to Lessor of the Equipment subject to such Lease as set forth in the applicable Purchase Documents, including related delivery, installation, taxes and other charges which Lessor has agreed to pay and treat as a portion of such acquisition cost, if any.

"UCC" means the Uniform Commercial Code as enacted and in effect in any applicable jurisdiction.

"Unit of Equipment" means, as to the Equipment leased pursuant to any Lease Schedule (a) each individual item Equipment leased pursuant to such Lease Schedule, and (b) all Equipment taken as a whole leased pursuant to such Lease Schedule.

IN WITNESS WHEREOF, LESSEE AND LESSOR HAVE EXECUTED THIS MASTER LEASE AGREEMENT ON THE DATES SPECIFIED BELOW.

LESSEE:	**LESSOR:**
	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY[2]
By: _____	**By:** _____
_____	_____
Name and Title	**Name and Title**
_____	_____
Date	**Date**

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Exhibit A to Master Lease Agreement

Master Lease Agreement Number _____
Lease Schedule Number _____

COUNTERPART NO. _____ OF _____. TO THE EXTENT THAT THIS LEASE SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED ON THE UCC), NO SECURITY INTEREST IN THIS LEASE SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT SCHEDULE

Hewlett-Packard Financial Services Company[5] ("Lessor") and _____, an agency, department, institution of higher education, or political subdivision of the State of _____ ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Lease Agreement Number specified above (the "Master Lease Agreement"). This Lease Schedule (which shall be identified by the Lease Schedule Number specified above) and the Master Lease Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Lease Agreement are hereby incorporated by reference into this Lease Schedule. All capitalized terms used in this Lease Schedule without definition have the meanings ascribed to them in the Master Lease Agreement.

1. **LEASE.**
   A. **Description of Items of Leased Equipment** **Total Cost**
   $

   B. Term: _____ Months.

2. **Rent.** See Attachment A. **Annual Rate of Interest** _____

3. **LATEST COMMENCEMENT DATE**: _____. Lessor's obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before the Latest Commencement Date.

4. **EQUIPMENT LOCATION:** _____

5. **SELLER:** _____

6. **APPROPRIATIONS:** Monies for all Rent and other payments due under the Lease Schedule for the Fiscal Period ending _____ are available from Lessee's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

7. **NON-ASSIGNABILITY BY LESSOR**: Notwithstanding any other terms or conditions set forth in the Master Lease Agreement to the contrary, Lessor hereby agrees that it shall not and will not sell, discount, factor, hypothecate or otherwise dispose of its interest in the Equipment or this Lease Schedule or any Lease, except to a Lessor Affiliate in connection with a merger, reorganization, sale of assets or substantial portfolio sale.

8. **ADDITIONAL PROVISIONS:**

9. **FISCAL PERIOD:**_____

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER LEASE AGREEMENT AND THIS LEASE SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. LESSEE HEREBY REPRESENTS AND WARRANTS THAT ON AND AS OF THE DATE HEREOF EACH OF THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER LEASE AGREEMENT ARE TRUE, CORRECT AND COMPLETE.

[5] Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

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LESSEE:

By: _____

_____
Name and Title

_____
Date

LESSOR:
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY²

By: _____

_____
Name and Title

_____
Date

DocuSign Envelope ID: 89386442-81F6-451D-BCAF-EBAEC48ECDCF

Master Lease Agreement Number _____
Lease Schedule Number _____

ATTACHMENT A

TO

SCHEDULE TO STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT

The first payment of Rent will be due [__ days after][on] the Acceptance Date and all payments will be due [monthly][quarterly][semi-annually][annually] thereafter.

Rent Payment No.	Rent	Interest	Principal	Principal Balance	Prepayment Premium	Concluding Payments
1						
2						
3						
4						
Totals						

Please note that the Prepayment Premium is 2 % of the Principal Balance, only payable in the case of early repayment of the lease.

Lessee **Please Initial and date:** _____

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Master Lease Agreement Number _____
Lease Schedule Number _____

STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
ACCEPTANCE CERTIFICATE

Hewlett-Packard Financial Services Company[6] ("Lessor") and «Name_of_Lessee», an agency, department, institution of higher education, or political subdivision of the State of _____ ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement (the "Master Agreement") and Lease Schedule under such Master Lease Agreement (the "Lease Schedule") identified by the Master Lease Agreement Number and Lease Schedule Number, respectively, specified above. The Master Lease Agreement and Lease Schedule together comprise a separate Lease that is being accepted and commenced pursuant to this Acceptance Certificate. All capitalized terms used in this Acceptance Certificate without definition have the meanings ascribed to them in the Master Lease Agreement.

1. LEASE ACCEPTANCE. Lessee hereby acknowledges that the Equipment described in Section 1 of the Lease Schedule, or if different, the Equipment described in the attached invoice or other attachment hereto, has been delivered to the Equipment Location specified below, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under the Lease evidenced by the Master Lease Agreement and the Lease Schedule as of the Acceptance Date set forth below. Lessee authorizes Lessor to reduce the Rent payments on the Lease Schedule to reflect the Final Invoice Amount set forth on the attached invoice(s) if such amount is lower than the Total Cost on the Lease Schedule.

2. LESSEE ACKNOWLEDGEMENTS. Lessee hereby agrees to faithfully perform all of its obligations under the Master Lease Agreement and the Lease Schedule and reaffirms, as of the date hereof, its representations and warranties as set forth in the Master Lease Agreement. Lessee hereby acknowledges its agreement to pay Lessor Rent payments, as set forth in the Lease Schedule, plus any applicable taxes, together with all other costs, expenses and charges whatsoever which Lessee is required to pay pursuant to the Master Lease Agreement and the Lease Schedule, in each instance at the times, in the manner and under the terms and conditions set forth in the Master Lease Agreement and the Lease Schedule, respectively.

3. EQUIPMENT LOCATION. The Equipment has been installed and is located at the following Equipment Location:

_____

4. REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants that on and as of the date hereof each of the representations and warranties made by Lessee in the Master Lease Agreement are true, correct and complete.

_____

By: _____

_____
Name and Title

Acceptance Date: _____

[6] Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

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ATTACHMENT 3 – HP MAINTENANCE SERVICES COST PER COPY TEMPLATE



HP MAINTENANCE SERVICES AND SUPPORT SCHEDULE
COST-PER-COPY

[DATE]
MPS-US000000000

This Maintenance Services and Support Schedule ("Schedule") is made between HP Inc. ("HP") and the customer named below ("Customer") and applies to Customer's purchase of and HP's provision of maintenance services and support (the "Services"). This Schedule describes the Services to be delivered by HP and is governed by the content herein and Exhibits attached hereto, along with the NASPO ValuePoint Master Agreement Terms and Conditions for Multi-function Devices and Related Software, Services and Cloud Solutions number **[insert Master Agreement Number]** ("**Master Agreement**") and the **[insert State]** Participating Addendum number **[insert PA number]**, which collectively constitute the agreement ("**Agreement**") between the parties. This Agreement is not effective until signed by Customer and accepted by HP, as specified below ("Effective Date"). The parties agree that this Schedule and any Change Order or other ancillary agreement can be completed and executed with electronic signatures or as otherwise required by law. Capitalized terms not defined herein are defined in the Master Agreement. HP and Customer may be individually referred to as "Party," and collectively as the "Parties."

In the event of a conflict between terms of this Agreement and the NASPO ValuePoint Master Agreement, the provisions of the NASPO ValuePoint Master Agreement shall prevail.

1. **TERM: _____ MONTHS**

2. **GOVERNING TERMS AND CONDITIONS**: NASPO ValuePoint Master Agreement Terms and Conditions for Multi-function Devices and Related Software, Services and Cloud Solutions number **[insert Master Agreement Number]** and the **[insert State]** Participating Addendum number **[insert PA number]**.

3. **GENERAL DEFINITIONS**

   (a) Support Programs: ("PROG").

   (b) Maintenance Services and Support ("MSS"): Full MSS includes toner and ink cartridges, maintenance kits, parts, and repairs.

   (c) [OPTIONAL] Essential Support ("ES"): Toner Only – Includes toner and ink cartridges drop shipped to Customer's dock. Maintenance kits, parts, and repairs available on a Time and Materials ("T&M") invoice.

   (d) [OPTIONAL] Multivendor Support ("MVS"): Includes toner cartridges, maintenance kits, parts, and repairs.

HP WILL PROVIDE SUPPORT WHICH INCLUDES THE FOLLOWING:

- ☒ Toner and Ink Cartridges
- ☒ Maintenance Items for MSS Program
- ☒ Toner and Ink Cartridge Disposal
- ☒ Location Specific Response Times
- ☒ Repair Services for devices in MSS Program
- ☒ Cleanings at Every Technician Visit
- ☒ Phone and Online Support for MSS Program
- ☒ HP JetAdvantage Insights **[OPTIONAL]**
- ☒ Strategic Business Reviews
- ☒ Assigned Account Manager
- ☒ Remote Monitoring Software
- ☒ Client Manager **[OPTIONAL]**

4. **PRICING SCHEDULE**

SUPPORT RATES FOR THE VARIOUS DEVICES ARE AS FOLLOWS:

MODEL	TYPE	RATE	PROG	MODEL	TYPE	RATE	PROG
HP	Black	$0.0000	MSS	HP	Color	$0.0000	MSS
HP	Mono	$0.0000	ES	HP	Mono	$0.0000	ES

SUPPORT RATES FOR THE VARIOUS END OF SERVICE LIFE ("EOSL") DEVICES [OPTIONAL]:

MODEL	TYPE	MSS RATE	ES RATE	MODEL	TYPE	MSS RATE	ES RATE
HP	Black	$0.0000	$0.0000	HP	Color	$0.0000	$0.0000
HP	Mono	$0.0000	$0.0000	HP	Mono	$0.0000	$0.0000

SUPPORT RATES FOR THE VARIOUS mSKU DEVICES ARE AS FOLLOWS [OPTIONAL]:

MODEL	TYPE	RATE	PROG	MODEL	TYPE	RATE	PROG
HP	Black	$0.0000	MSS	HP	Color	$0.0000	MSS
HP	Mono	$0.0000	MSS	HP	Mono	$0.0000	MSS

5. SERVICE REQUESTS

Service requests can be made twenty-four (24) hours a day, seven (7) days a week by calling HP's toll-free number (1-800-745-2025) and leaving a voice mail or through the online portal (www.hp.com/go/mpsservice). Upon receipt of any supplies provided by HP under this Schedule, Customer shall be responsible for their safekeeping and shall reimburse HP, at the then-current NASPO ValuePoint Master Agreement list price, for any supplies that are lost, stolen or damaged. Supplies provided by HP under this Schedule may only be used on devices covered under this Schedule. At the end of the Term, unused supplies provided by HP under this Schedule shall be returned to HP and are the property of HP at all times unless otherwise specified. HP encourages Customer to use HP's free cartridge return program for empty laser and ink cartridge disposal. See www.hp.com/recycle for details. Except to the extent that a specific requirement is set out in this Schedule, HP will manage the method and provision of the support programs in its sole discretion.

6. END OF SERVICE LIFE DEVICES [OPTIONAL]

Devices listed in the SUPPORT RATES FOR THE VARIOUS END OF SERVICE LIFE ("EOSL") DEVICES table above are nearing the end of their service life and therefore, HP cannot guarantee support for EOSL Device(s) to the end of the Term. Customer must replace EOSL Device(s) with device(s) of a current model within twelve (12) months of the Schedule Effective Date, otherwise the EOSL Device(s) automatically and immediately revert to the ES Program at the rates indicated in the table above. At that time HP will no longer provide repair or maintenance services on that EOSL Device(s). Repair services and parts may be available upon written request to HP on a T&M basis only.

7. SERVICE LEVEL DEFINITIONS

(a) MSS Response Times: HP offers two (2) standard and one (1) optional response times depending on locations:

(1) HP Priority **[OPTIONAL] –** Priority 4 Hour Response for Services, Toner and ink drop ship.

(2) HP Advantage **–** Next Business Day Response for Services, Toner and ink drop ship.

(3) HP Extended Reach **–** Depending on location, it may be greater than Next Business Day Response for Services, Toner, and ink dropship.

(b) MSS Response Times will only be measured during HP normal business hours and only apply to devices supported by the MSS program. Location specific MSS Response Times can be found in Exhibit B, attached hereto. All Response Times are determined by the ZIP codes listed in Exhibit B, therefore, if a location is listed with an incorrect ZIP code, then the Response Time may be incorrect and will be corrected by way of a Change Order.

(c) MVS Response Time [OPTIONAL]: HP offers one response time under MVS, which is a Next Business Day response with toner drop ship. MVS Response Times will only be measured during HP normal business hours.

Special Note Regarding MVS Service Requests: The process for requesting service for devices supported by MSS and MVS programs is the same, but technicians and fulfillment of the requests are separate and distinct for each support program. For example, if a service request is placed for a device on MVS, the technician that responds may only service the device for which service was requested and any other device on MVS support program (the reverse is true for service requests placed for devices supported by the MSS program).

8. CLIENT MANAGEMENT [OPTIONAL]

(a) Remote Client Management.

HP will provide Customer with a Client Manager ("CM") that will perform the following services for the Term of the Schedule: (1) Serve as the single point of contact responsible for the delivery of the Services, Customer relationship, Customer satisfaction, and manage escalated issues and corrective actions until resolution; (2) Jointly develop with Customer a documented plan ("Delivery Plan") designed to promote delivery consistency and track topics for scheduled strategic reviews; (3) Coordinate and manage Change Orders; (4) Summarize HP standard fleet tracking and utilization reports for discussion during scheduled strategic reviews; (5) Provide a statistical analysis of fleet performance during scheduled strategic reviews; and (6) Track and report service level commitment performance in an HP-defined format.

HP will perform all activities remotely. In coordination with the assigned Client Manager, the CM will schedule and lead annual remote strategic reviews to discuss: (1) the summary of HP's performance against the Schedule, (2) the Delivery Plan, (3) the fleet management analysis (fleet utilization), and (4) recommendations for optimization.

The CM will schedule and lead regular strategic reviews with Customer to discuss: (1) the summary of HP's performance against the Schedule, (2) the Delivery Plan, (3) a summary of the service level commitment performance, (4) the fleet management and optimization analysis (fleet utilization) and recommendations for optimization, (5) Information on best practices, and (6) information on HP and/or third-party solutions included in the Schedule.

9. TERM, TERMINATION, AND RENEWAL

The term of this Schedule will begin on the Schedule Effective Date and will continue for the Term indicated above. Rates listed in the Pricing Schedule above are fixed for the initial Term of this Schedule.

Customer may only terminate this Schedule in the event of HP's uncured material breach of this Schedule, or in the case of non-appropriation of funds. HP will have thirty (30) days from Customer's written notice to cure such breach. If HP fails to cure such breach within the thirty (30) day period, this Schedule will terminate, with no Termination Fee, ninety (90) days after the written notice was received.

This Schedule may not be cancelled for convenience by Customer. In the event of any early termination of this Schedule by Customer for any reason other than HP's material breach or customer's non-appropriation of funds, HP, in its sole discretion, may assess and invoice Customer the number of impressions estimated to be remaining for the term of this Schedule based on the most recent historical impression counts ("Termination Fee"). Upon termination of this Schedule, Customer will pay HP for all Services performed, and all charges and expenses then due HP under this Schedule, including any applicable Termination Fee.

HP reserves the right to terminate this Schedule with thirty (30) days' written notice.

10. DEVICES COVERED UNDER THIS SCHEDULE

The impression rates listed in the Pricing Schedule above and the terms contained herein are offered based on supporting all eligible devices within Customer's supportable locations listed in Exhibit A and Customer keeping the remote monitoring software active and reporting. All devices of a similar model/series must be enrolled in the support program and covered under this Schedule unless a specific written exception is granted. Devices can only be removed from the support program if they are taken out of service and permanently removed from a supportable location. Additional devices may be added at any time if HP currently provides support for that model/series. Supportable devices that are added at a later date that are not currently included in the Pricing Schedule will be added at the then current rate. To add a device to or remove a device from the Schedule, Customer must submit an email request to HP at pmps-fleetmaintenance@hp.com using a form to be provided by HP. Such requests must be submitted by an account manager or executive employed by Customer, or an employee authorized by the account manager or executive. Devices must be in a working condition prior to being enrolled in this program. If a device to be added to this Schedule is not new, HP will determine if repairs are required to bring the device to a working condition. If repairs are required, HP will notify Customer and, with Customer's approval, will provide those parts and repairs at HP's standard parts and service rates, per the pricing in the NASPO ValuePoint Master Agreement. If a mono device to be enrolled is in a "toner low" or "ink low" condition, Customer will be invoiced 50% of the retail price of a new toner or ink cartridge. If a color device to be enrolled is in a "toner low" or "ink low" condition, Customer will not be invoiced for the first cartridge, but will be invoiced for additional cartridges at retail price. Customer agrees to follow correct device operation guidelines as specified by the manufacturer for all devices covered under this Schedule.

In the event that a device reaches defined end of service-life or if HP cannot acquire spare parts with commercially reasonable efforts, HP may terminate Services for the respective device and potentially all like devices.

11. HOURS OF SERVICE

HP's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m., local time. HP does not provide Services during the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

HP does not provide office support, though does provide technician support, during the following holidays:

- Martin Luther King Day
- Presidents' Day
- Juneteenth
- Friday following Thanksgiving
- Christmas Eve
- HP company-wide shut down from Christmas Day through New Year's Day

12. PRICING

Customer will be billed at the per impression rates by device model/series as listed in the Pricing Schedule, and per the NASPO ValuePoint Master Agreement. One (1) 8 ½" x 11" (A4) print will be charged as one (1) impression. One (1) 8 ½" x 14" (legal) print will be charged as one point three (1.3) impressions. One 11" x 17" (A3) size print will be charged as two (2) impressions. A duplex print will be charged as two (2) times the number of impressions that would be charged for a one-sided print. All other page sizes will be charged as reported by the device. If no purchase order is issued then, by signing this Schedule, Customer authorizes HP to provide the Services and will not contest payment.

13. CUSTOMER REQUIREMENTS

(a) Customer is responsible for assisting in a timely installation of the remote monitoring software and for keeping the remote monitoring software active. Customer understands that if the remote monitoring software is de-activated, HP will not be able to receive "Toner Low" or "Service Alert" messages from devices and HP will not be held to the response time commitments listed in Exhibit A. Upon either notice or discovery of a non-reporting device, Customer shall promptly return the device to a reporting condition. Customer may be responsible for manually reporting impression counts for non-networked devices or for non-reporting devices to ensure current and accurate data for billing and reporting purposes. Customer acknowledges that Customer has no ownership of software provided by HP, including the remote monitoring software. Subject to the terms of this Schedule and the Agreement, Customer agrees to allow HP the right to collect and use data through the remote monitoring software.

(b) Non-Reporting Devices: For any device subject to remote monitoring software (for example, a Data Collection Agent ("DCA") or other automated data collection tool provided by HP) that stops reporting data ("Non-Reporting Device"), Customer shall support HP in locating and returning all such Non-Reporting Devices to a reporting condition and to a designated location. Customer remains liable for payment of all charges for Non-Reporting Devices as determined by manually retrieved usage reports to be provided by Customer to HP every thirty (30) calendar days from the date that HP notifies Customer of the non-reporting status of the devices until the devices are returned to an automated reporting status. If Customer fails to provide timely usage reports for Non-Reporting Devices, HP may:

(1) continue to invoice impression rates based upon the historical usage data gathered from the last billing cycle when the device was in a reporting status. Once received HP reserves the right to reconcile actual usage against any previously invoiced impression amounts based upon historical data and then invoice in arrears for impressions not previously captured. Customer agrees to pay all such related invoices.
(2) suspend invoicing for impressions on the affected device until the device is returned to an automated reporting status and then invoice Customer in arrears for all non-reported impressions; or
(3) continue to invoice for impressions using the manufacturer's stated yield as the usage for each cartridge shipped during the billing period, multiplied by the impression rate per applicable device.

(c) Manual Reporting Devices: For each device designated as a manual reporting device (i.e., a device that is incapable of automated data reporting), Customer shall provide to HP usage reports every thirty (30) calendar days. If at any point in time Customer stops timely reporting such data, such device shall be deemed a Non-Reporting Device and Customer remains liable for payment of all charges and fees for such Non-Reporting Devices. In such circumstances, HP may continue to invoice for impressions based upon:

(1) the manufacturer's stated yield as the usage for each cartridge shipped during each billing period that the device remains in a non-reporting condition, multiplied by the impression rate per applicable device; or
(2) the historical usage data gathered from the last billing cycle when the device was in a reporting condition. Once received, HP reserves the right to reconcile actual usage against any impressions previously invoiced based upon historical data and then invoice in arrears for impressions not previously captured. Customer agrees to pay all such related invoices.

(d) Special Note for mSKU Devices: Any devices designated as mSKU devices in the Pricing Schedule must be connected to the JetAdvantage Management (JAM) software at all times. Customer must assist HP in a timely installation of JAM and support HP in resolving any issues with devices that are not properly connected to JAM. Use of supplies on any mSKU device that are not provided directly by HP as a part of this Schedule may result in the device being disconnected from JAM. HP may increase the impression rate of any mSKU device that is disconnected from JAM, on a forward looking basis, if such non-reporting condition is due to Customer or lack of cooperation of Customer. HP will notify Customer of any adjustment to the impression rates. HP will implement the new impression rates unless notified of a concern within ten (10) Business Days from the notice date. In case of timely notification of concern, HP and Customer will work in good faith to resolve the dispute in a timely manner. During such time, Customer will be invoiced and pay the unadjusted impression rates until resolution of the dispute.

14. HP JETADVANTAGE INSIGHTS [OPTIONAL]

If HP JetAdvantage Insights is included as a part of this Schedule, then Customer also agrees to the terms and conditions with respect to HP JetAdvantage Insights located at https://www.insights.hpondemand.com/files/SaaS/JAISPSaaS11302016.pdf.

15. TONER AND INK COVERAGE

HP regularly reviews toner and ink consumption. If it is discovered that there are devices that are printing with greater than seven percent (7%) toner or ink coverage for monochrome, and twenty-eight percent (28%) toner or ink coverage for color, HP will notify the Customer in writing. HP will work with Customer to correct this problem by making recommendations that may include but are not limited to print policy changes, workflow changes, and device changes. If after sixty (60) days, Customer has not or will not make changes to reduce toner or ink coverage below these limits, HP may increase the rates to account for the increase in coverage, but at no time shall any rate increase exceed the pricing listed in the NASPO ValuePoint Master Agreement. Those increased rates will remain in effect until the next annual review.

16. DEVICE OBSOLESCENCE

A manufacturer may choose to no longer support a device at which time replacement parts and/or supplies are no longer available for that device model/series, HP will make reasonable commercial efforts to continue to provide Service for the device, but HP reserves the right to discontinue providing Services on the respective device and potentially all like devices. If the respective device has been on contract for greater than three (3) months, then a standard credit will be provided towards the purchase of an HP printing device.

HP makes every attempt to identify those devices that are nearing the end of their supportable life. Such devices are described above in the END OF SERVICE LIFE section above. The standard credit described in the paragraph above does not apply to EOSL Device(s).

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17. ITEMS NOT COVERED

(a) The following items are not covered under the Services: paper, staples, font cartridges, third-party SIMM or DIMMs, third-party accessories, and all external interface cards.

(b) Special note on Firmware Upgrades: HP will only perform Firmware Upgrades if the manufacturer has announced the Firmware Upgrade resolves a known service issue.

18. REMOVAL OF CONFIDENTIAL INFORMATION

If a hard drive fails, and HP determines that the device, which is still in its service life can no longer be repaired and must be replaced, HP will remove the hard drive from the defective device and leave it with Customer prior to removing the defective device from Customer's premises. In the event that Customer requests that HP repair or replace a device or upon termination of the Schedule, HP will cleanse all hard drive data in accordance with section 19 (Hard Drive Removal and Surrender). In any other instance when the hard drive needs to be replaced there may be a cost associated with the replacement drive, and pricing will be in accordance with the NASPO ValuePoint Master Agreement Price List.

19. HARD DRIVE REMOVAL AND SURRENDER

(a) HP shall ensure that all hard drive data is cleansed and purged (if capable) from the device at the end of its Useful Life, or when any hard drive is repossessed by HP; or

(b) At Customer's discretion, HP shall remove the hard drive from the applicable device and provide the Customer with custody of the hard drive before the device is removed from the Customer's location, moved to another location, or any other disposition of the device. Customer shall then be responsible for securely erasing or destroying the hard drive.

(c) If HP takes possession of any device at a Customer's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in the Participating Addendum.

(d) Hard drive sanitation shall be at no expense to the Customer, however; HP may charge the Customer a fee if the Customer elects to keep the hard drive in their possession. HP must disclose the price for removal and surrender of the hard drive, prior to Order placement.

(e) If the hard drive is not removable, or the device does not contain a hard drive, then HP must convey this to the Customer at the time of Order placement. In the case of a non-removable hard drive, section 19.(a) shall apply.

(f) If HP is removing another manufacturer's devices, HP is not permitted to remove the hard drive. Only the manufacturer of the devices or its Authorized Dealer shall remove hard drives in its own devices. HP shall work with the third-party manufacturer to ensure the requirements pursuant to this section are met.

20. SCHEDULE REVISIONS

If the assumptions and/or circumstances used to create the Pricing Schedule are found to be incorrect or misstated or to have substantially changed, then HP and Customer shall meet and in good faith negotiate equitable changes to the Schedule, which may include, but is not limited to, adjusting rates and/or service level commitments, in adherence with the NASPO ValuePoint Master Agreement. Any changes will only have effect for the future without any retroactive effect on any rates or charges that have already been invoiced. HP will not be liable for failure to meet any obligations in this Schedule to the extent such failure is due to delayed, false, or inaccurate information provided by Customer.

21. ASSIGNMENT

Neither this Schedule nor any right or obligation hereunder shall be assigned or delegated, in whole or part, by either Party without the prior written consent of the other Party, not to be unreasonably withheld.

22. PUBLICITY

HP may use Customer's name and identification of this engagement in connection with general lists of customers and experience.

23. CHANGE ORDERS

Both Parties agree to appoint a project representative to serve as the principal point of contact in managing the delivery of Services and dealing with issues that may arise. Requests to add additional service locations or modify current service locations will require a Change Order signed by both Parties. Additional models/series of devices not currently priced on the Order will be added at the then-current rates, subject to the NASPO ValuePoint Master Agreement Price List.

24. PRICES AND TAXES

Initial prices will be as quoted in writing by HP. Prices are exclusive of taxes, duties, and fees (including installation) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.

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25. DISPUTE RESOLUTION

In accordance with NASPO ValuePoint Master Agreement § 7., Ordering, subsection 7.15, HP's dispute and escalation process follows. Any disputed matter under this Agreement will be referred to the parties' Project Managers, except for HP's right to terminate for Customer's failure to pay and except with respect to each party's right to pursue equitable remedies. If the Project Managers are unable to resolve the disputed matter within two (2) weeks, the matter will be escalated to the parties' sponsoring executives. If these representatives fail to reach a mutual resolution within the following two (2) weeks, or such other period as may be agreed to by the parties, the matter will be referred to the managers of such sponsoring executives. HP may suspend performance of services under this Agreement to the extent a disputed matter (including without limitation, a force majeure event or unfulfilled dependency) is not resolved within 60 days of the commencement of this dispute resolution process.

26. SIGNATURES

HP and Customer agree, by application of their duly authorized representative's respective signatures below, agree to the terms of this Schedule, which shall become effective as of the Schedule Effective Date. Customer also warrants that signature of this Schedule authorizes HP to provide the Services and that Customer will pay for all Services provided under this Schedule. This Schedule must be signed within ninety (90) days from the date listed in the header of this Schedule. The Parties also agree that this Schedule and any subsequent amendments or change orders are binding upon HP and Customer.

SCHEDULE EFFECTIVE DATE: _____

HP INC.	**CUSTOMER NAME:** _____
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Address:	Address:
Contact Name:	Contact Name:
Contact Email:	Contact Email:
Contact Phone:	Contact Phone:

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EXHIBIT A: HP CUSTOMER TERMS – MAINTENANCE SERVICES AND SUPPORT AGREEMENT

1. Parties. These terms, along with the Agreement terms, govern the purchase of Services from the HP Inc. ("HP") by the Customer entity identified in the signature section above ("Customer") during the term of this Agreement.

2. Orders. "Order" means the signed HP Managed Print Services and Support Schedule including any supporting material which the Parties identify as incorporated either by attachment or reference ("Supporting Material"). Supporting Material is defined in NASPO ValuePoint Master Agreement § 1.68.

3. Prices and Taxes. Initial prices will be as quoted in writing by HP. Prices are exclusive of taxes, duties, and fees (including installation) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.

4. Invoices and Payment. NASPO ValuePoint Master Agreement § 6.2 Payment, governs this section.

5. Support Services. HP's support services will be described in the Order and any applicable Supporting Material, which will cover the description of HP's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer devices supported.

6. Eligibility. NASPO ValuePoint Master Agreement § 10, Warranty, subsection 10.9, governs this section.

7. Dependencies. HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.

8. Services Performance. NASPO ValuePoint Master Agreement § 10, Warranty, subsection 10.10., governs this section.

9. Intellectual Property Rights. NASPO ValuePoint Master Agreement § 11.3, License of Pre-Existing Intellectual Property, governs this section. Additionally, no transfer of ownership of any intellectual property will occur under this Agreement.

10. Intellectual Property Rights Infringement. NASPO ValuePoint Master Agreement § 12.2, Intellectual Property Indemnification, governs this section.

11. Confidentiality. NASPO ValuePoint Master Agreement § 14.2, Confidentiality, Non-Disclosure, and Injunctive Relief, governs this section. Confidential Information provided by HP to NASPO ValuePoint or Purchasing Entity(ies) exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. HP's Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. HP's Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (3) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving Party without obligation of confidentiality; ii) is independently developed by the receiving Party; or iii) where disclosure is required by law or a governmental agency.

12. Personal Data. Each party shall comply with their respective obligations under applicable data protection and privacy laws and regulations. To the extent that HP is processing any personal data to which it has access on behalf of Customer, HP's Customer Data Processing Addendum shall apply. HP's Customer Data Processing Addendum is available on www.hp.com/privacy or upon request. Services provided under these terms are for Customer's internal use and not for further commercialization. HP may suspend its performance under this Agreement to the extent required by laws applicable to either Party.

13. Global Trade Compliance. Services provided under these terms are for Customer's internal use and not for further commercialization. HP may suspend its performance under this Agreement to the extent required by laws applicable to either Party.

14. Limitation of Liability. HP's liability to Customer under this Agreement is limited to the greater of $1,000,000 or the amount payable by Customer to HP for the relevant Order. Neither Customer nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either Party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

15. Force Majeure. NASPO ValuePoint Master Agreement § 14.7, Force Majeure, governs this section.

16. Termination. NASPO ValuePoint Master Agreement § 14.8, Defaults and Remedies, and § 14.14, Survivability, govern this section.

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17. General. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both Parties. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

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EXHIBIT B: SLAs BY LOCATION

Address	City	State	ZIP	Response Time
TBD				

Special Note for Devices Supported under the ES Program. The Response Times listed in section 7 (Service Level Definitions) do not apply to those devices supported under the ES program. HP will drop ship toner and ink cartridges via a common carrier to a Customer's location in a timely manner and as requested by the Customer.

All Response Times are determined by the ZIP codes listed above, therefore, if a location is listed with an incorrect ZIP code, then the Response Time may be incorrect and will be corrected by way of a Change Order.

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EXHIBIT C: REMOTE MANAGEMENT SERVICES [OPTIONAL]

HP Remote Management Services ("RMS") provide for HP remote assistance and performance of certain tasks related to the management, updating, and security of MPS Devices. Customer agrees to allow HP and/or its designated representatives, remote access to the applicable Devices and systems requiring RMS. HP assumes no responsibility for its inability to perform RMS due to Customer's lack of cooperation and/or failure to allow for continuous remote access through the Data Collection Agent ("DCA"). RMS is provided during local office hours unless specified differently. As RMS are only delivered remotely, any service requests that require an on-site visit are considered outside the scope of RMS and may require additional Fees. Each RMS event covered hereunder is governed by and is further detailed, including specific limitations, in the respective Scope/Description of Services provided below:

1. **Firmware Management Service. [OPTIONAL]**

   Firmware updates can address any of the following issues: software bugs, security patches and engineering improvements. Following the completion of Deployment Management Services for the initial fleet, HP will remotely perform firmware updates on applicable devices applying the most suitable version for the customer environment. The updates are performed no more than twice annually during the Schedule Term unless otherwise requested by HP. Before the update is applied, HP will evaluate and identify device candidates for firmware updates. The Customer has the responsibility to verify and ensure that the new version will not introduce compatibility issues within the Customer environment. HP will only perform the updates after Customer confirms that the update can be applied. The updates will be performed based on a Customer and HP agreed upon firmware update plan that includes the targeted devices, timelines, and firmware versions. Firmware updates may be provided after Customer business hours and HP may incrementally perform Firmware Management Services within an agreed-upon time period dependent on the size of Customer's fleet and quantity of device candidates. Continuous connection to the DCA is required for all applicable Devices receiving this service. Customer shall perform all necessary reboots as they may be required for devices after firmware upgrades have been provided.

2. **Device Configuration Management Service. [OPTIONAL]**

   HP will remotely establish or re-establish device settings that are lost or changed due a technical support fix or a device replacement. The device settings will be based on the agreed customer device settings. Customer or HP personnel may use HP Priority Phone Support or email to advise HP as to which device requires its setting to be established or re-established. Continuous connection to the DCA is required for all applicable devices receiving this service.

3. **Device Password Support and Management. [OPTIONAL]**

   HP Device Password Support and Management is a service that provides for remote access by HP administrators to manage the setting and resetting of passwords for applicable HP-branded devices and the ability to remotely lock and unlock their control panels. This service is designed to increases the security of the applicable devices. HP will internally coordinate when the control panels of such devices need to be unlocked to enable HP maintenance and support and will lock the control panel of devices after completion of maintenance and support services. The parties will agree in writing on the frequency for resetting passwords but no more than twice annually during the device term. Continuous connection to the DCA is required for all applicable devices receiving this service.

4. **HP Print Security Governance and Compliance Service. [OPTIONAL]**

   HP Printing Security Governance and Compliance Services ("HP SGCS") provide remote support to Customer in maintaining its defined security policy applied to HP-branded devices and select non-HP branded devices during the Term of the Schedule. HP will weekly assess if any qualifying devices which must also be compatible with the HP Security Manager Solution, are not in compliance with Customer defined security policies provided to HP. Accept as otherwise provided herein, HP will remotely remediate non-compliant devices to be in adherence with Customer's defined security policy. Applicable Non-HP branded devices will only be remediated pursuant to the following device settings as they may be applicable to Customer's define security policy:

Admin Password for Embedded Web Server (EWS)	File Transfer Protocol (FTP)
Printer Job Language (PJL) Password	Appletalk
SNMP v1/v2	Network File Systems
SNMP v3	Printer Management Language
FTP Firmware update	Printer Job Language
Remote Firmware upgrade	Postscript
Telnet	

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ATTACHMENT 4 – HP MPS SOW TEMPLATE



Attachment 4 - HP
MPS SOW Template_c

ATTACHMENT 5 – HP MANAGED SUPPLIES DELIVERY AGREEMENT SOW



Attachment 5 - HP
Managed Supplies De

ATTACHMENT 6 – HP MAINTENANCE SERVICES MANAGED CARTRIDGE BILLING TEMPLATE

HP MAINTENANCE SERVICES AND SUPPORT SCHEDULE
MANAGED CARTRIDGE BILLING

[DATE]
Dynamics ID#_____

This Maintenance Services and Support Schedule ("Schedule") is made between HP Inc. ("HP") and the customer named below ("Customer") and applies to Customer's purchase of and HP's provision of maintenance services and support under HP's Managed Cartridge Billing ("MCB") method (the "Services"). This Schedule describes the Services to be delivered by HP and is governed by the content herein and Exhibits attached hereto, along with the NASPO ValuePoint HP Master Agreement Terms and Conditions for Multi-Function Devices and Related Software, Services and Cloud Solutions **[insert Master Agreement Number]** ("**Master Agreement**") and **[insert State]** Participating Addendum **("Participating Addendum")** number **[insert PA number]**, which collectively constitute the agreement ("**Agreement**") between the parties. This Agreement is not effective until signed by Customer and accepted by HP, as specified below ("Effective Date"). The parties agree that this Schedule and any Change Order or other ancillary agreement can be completed and executed with electronic signatures or as otherwise required by law. Capitalized terms not defined herein are defined in the Master Agreement. HP and Customer may be individually referred to as "Party," and collectively as the "Parties."

In the event of a conflict between terms of this Schedule and the Master Agreement, the provisions of the Master Agreement shall prevail to the extent of the conflict.

1. **TERM: _____ MONTHS**

2. **GOVERNING TERMS AND CONDITIONS**: NASPO ValuePoint HP Master Agreement Terms and Conditions for Multi-function Devices and Related Software, Services and Cloud Solutions number **[insert Master Agreement Number]** and the **[insert State]** Participating Addendum number **[insert PA number]**.

3. **GENERAL DEFINITIONS**

   (a) **Support Programs**: ("PROG").

   (b) **Maintenance Services and Support** ("MSS"): Full MSS – Includes toner and ink cartridges, maintenance kits, parts, and repairs.

   (c) **[OPTIONAL] Essential Support** ("ES"): Toner Only – Includes toner and ink cartridges drop shipped to Customer's dock. Maintenance kits, parts, and repairs available on a Time and Materials ("T&M") invoice.

   (d) **[OPTIONAL] Multivendor Support** ("MVS"): Includes toner cartridges, maintenance kits, parts, and repairs.

HP WILL PROVIDE SUPPORT WHICH INCLUDES THE FOLLOWING:

HP WILL PROVIDE SUPPORT WHICH INCLUDES THE FOLLOWING:

- ☒ Toner and Ink Cartridges
- ☒ Maintenance Items for MSS Program
- ☒ Toner and Ink Cartridge Disposal
- ☒ Location Specific Response Times
- ☒ Repair Services for devices in MSS Program
- ☒ Cleanings at Every Technician Visit
- ☒ Phone and Online Support for MSS Program
- ☒ HP JetAdvantage Insights **[OPTIONAL]**
- ☒ Strategic Business Reviews
- ☒ Assigned Account Manager
- ☒ Remote Monitoring Software
- ☒ Client Manager **[OPTIONAL]**

4. **PRICING SCHEDULE**

SUPPORT RATES FOR THE VARIOUS DEVICES ARE AS FOLLOWS:

MODEL	TYPE	SKU	YIELD	RATE	CARTRIDGE*	PROG.
HP	Black	XXXXX	000	$0.000	$00.00	MSS
HP	Color	XXXXX	000	$0.0000	$00.00	MSS
HP	Mono	XXXXX	000	$0.0000	$00.00	ES

SUPPORT RATES FOR THE VARIOUS END OF SERVICE LIFE ("EOSL") DEVICES [OPTIONAL]:

MODEL	TYPE	SKU	YIELD	MSS RATE	MSS CARTRIDGE*	ES RATE	ES CARTRIDGE*
HP	Black	XXXXX	000	$0.0000	$00.00	$0.0000	$00.00
HP	Color	XXXXX	000	$0.0000	$00.00	$0.0000	$00.00
HP	Mono	XXXXX	000	$0.0000	$00.00	$0.0000	$00.00
* If HP ships a cartridge other than the SKU listed above, the cartridge price will be calculated as the rate X yield of that shipped cartridge.							

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SUPPORT RATES FOR THE VARIOUS mSKU DEVICES ARE AS FOLLOWS [OPTIONAL]:

MODEL	TYPE	SKU	YIELD	RATE	CARTRIDGE*	PROG.
HP	Black	XXXXX	000	$0.000	$00.00	MSS
HP	Color	XXXXX	000	$0.0000	$00.00	MSS
HP	Mono	XXXXX	000	$0.0000	$00.00	ES
* If HP ships a cartridge other than the SKU listed above, the cartridge price will be calculated as the rate X yield of that shipped cartridge.						

5. SERVICE REQUESTS

Service requests can be made twenty-four (24) hours a day, seven (7) days a week by calling HP's toll-free number (1-800-745-2025) and leaving a voice mail or through the online portal (www.hp.com/go/mpsservice). Upon receipt of any supplies provided by HP under this Schedule, Customer shall be responsible for their safekeeping and shall reimburse HP, at the then-current NASPO ValuePoint Master Agreement list price, for any supplies that are lost, stolen or damaged. Supplies provided by HP under this Schedule may only be used on devices covered under this Schedule. At the end of the Term, unused supplies provided by HP under this Schedule shall be returned to HP and are the property of HP at all times unless otherwise specified. HP encourages Customer to use HP's free cartridge return program for empty laser and ink cartridge disposal. See www.hp.com/recycle for details. Except to the extent that a specific requirement is set out in this Schedule, HP will manage the method and provision of the support programs in its sole discretion.

6. END OF SERVICE LIFE DEVICES [OPTIONAL]

Devices listed in the SUPPORT RATES FOR THE VARIOUS END OF SERVICE LIFE ("EOSL") DEVICES table above are nearing the end of their service life and therefore HP cannot guarantee support for EOSL Device(s) to the end of the Term. Customer must replace EOSL Device(s) with device(s) of a current model within twelve (12) months of the Schedule Effective Date, otherwise the EOSL Device(s) automatically and immediately revert to the ES Program at the rates indicated in the table above. At that time HP will no longer provide repair or maintenance services on that EOSL Device(s). Repair services and parts may be available upon written request to HP on a T&M basis only.

7. SERVICE LEVEL DEFINITIONS

(a) MSS Response Times: HP offers two (2) standard and one (1) optional response times depending on locations:

(1) HP Priority **[OPTIONAL] –** Priority 4 Hour Response for Services, toner and ink drop ship.

(2) HP Advantage **–** Next Business Day Response for Services, toner and ink drop ship.

(3) HP Extended Reach **–** Depending on location, it may be greater than Next Business Day Response for Services, toner, and ink dropship.

(b) MSS Response Times will only be measured during HP normal business hours and only apply to devices supported by the MSS program. Location specific MSS Response Times can be found in Exhibit B, attached hereto. All Response Times are determined by the ZIP codes listed in Exhibit A, therefore, if a location is listed with an incorrect ZIP code, then the Response Time may be incorrect and will be corrected by way of a Change Order.

(c) MVS Response Time [OPTIONAL]: HP offers one response time under MVS, which is a Next Business Day response with toner drop ship. MVS Response Times will only be measured during HP normal business hours.

Special Note Regarding MVS Service Requests: The process for requesting service for devices supported by MSS and MVS programs is the same, but technicians and fulfillment of the requests are separate and distinct for each support program. For example, if a service request is placed for a device on MVS, the technician that responds may only service the device for which service was requested and any other device on MVS support program (the reverse is true for service requests placed for devices supported by the MSS program).

8. CLIENT MANAGEMENT [OPTIONAL]

(a) Remote Client Management. [OPTIONAL]
HP will provide Customer with a Client Manager ("CM") that will perform the following services for the Term of the Schedule: (1) Serve as the single point of contact responsible for the delivery of the Services, Customer relationship, Customer satisfaction, and manage escalated issues and corrective actions until resolution; (2) Jointly develop with Customer a documented plan ("Delivery Plan") designed to promote delivery consistency and track topics for scheduled strategic reviews; (3) Coordinate and manage Change Orders; (4) Summarize HP standard fleet tracking and utilization reports for discussion during scheduled strategic reviews; (5) Provide a statistical analysis of fleet performance during scheduled strategic reviews; and (6) Track and report service level commitment performance in an HP-defined format.

HP will perform all activities remotely. In coordination with the assigned Client Manager, the CM will schedule and lead annual remote strategic reviews to discuss: (1) the summary of HP's performance against the Schedule, (2) the Delivery Plan, (3) the fleet management analysis (fleet utilization), and (4) recommendations for optimization.

The CM will schedule and lead regular strategic reviews with Customer to discuss: (1) the summary of HP's performance against the Schedule, (2) the Delivery Plan, (3) a summary of the service level commitment performance, (4) the fleet management and optimization analysis (fleet utilization) and recommendations for optimization, (5) Information on best practices, and (6) information on HP and/or third-party solutions included in the Schedule.

9. TERM, TERMINATION, AND RENEWAL

The term of this Schedule will begin on the Schedule Effective Date and will continue for the Term indicated above. Rates listed in the Pricing Schedule above are fixed for the initial Term of this Schedule.

Customer may only terminate this Schedule in the event of HP's uncured material breach of this Schedule, or in the case of non-appropriation of funds. HP will have thirty (30) days from Customer's written notice to cure such breach. If HP fails to cure such breach within the thirty (30) day period, this Schedule will terminate, with no Termination Fee, ninety (90) days after the written notice was received.

This Schedule may not be cancelled for convenience by Customer. In the event of any early termination of this Schedule by Customer for any reason other than HP's material breach, or the customer's non-appropriation of funds, HP, in its sole discretion, may assess and invoice Customer the number of impressions estimated to be remaining for the term of this Schedule based on the most recent historical impression counts ("Termination Fee"). Upon termination of this Schedule, Customer will pay HP for all Services performed, and all charges and expenses then due HP under this Schedule, including any applicable Termination Fee.

HP reserves the right to terminate this Schedule with thirty (30) days' notice.

10. DEVICES COVERED UNDER THIS SCHEDULE

The impression rates listed in the Pricing Schedule above and the terms contained herein are offered based on supporting all eligible devices within Customer's supportable locations listed in Exhibit A and Customer keeping the remote monitoring software active and reporting. All devices of a similar model/series must be enrolled in the support program and covered under this Schedule unless a specific written exception is granted. Devices can only be removed from the support program if they are taken out of service and permanently removed from a supportable location. Additional devices may be added at any time if HP currently provides support for that model/series. Supportable devices that are added at a later date that are not currently included in the Pricing Schedule will be added at the then current Master Agreement rate. To add a device to or remove a device from the Schedule, Customer must submit an email request to HP at pmps-fleetmaintenance@hp.com using a form to be provided by HP. Such requests must be submitted by an account manager or executive employed by Customer, or an employee authorized by the account manager or executive. Devices must be in a working condition prior to being enrolled in this program. If a device to be added to this Schedule is not new, HP will determine if repairs are required to bring the device to a working condition. If repairs are required, HP will notify Customer and, with Customer's approval, will provide those parts and repairs at HP's standard parts and service rates, per the pricing in the NASPO ValuePoint Master Agreement. If a mono device to be enrolled is in a "toner low" or "ink low" condition, Customer will be invoiced 50% of the retail price of a new toner or ink cartridge. If a color device to be enrolled is in a "toner low" or "ink low" condition, Customer will not be invoiced for the first cartridge, but will be invoiced for additional cartridges per Master Agreement Supply pricing. Customer agrees to follow correct device operation guidelines as specified by the manufacturer for all devices covered under this Schedule.

In the event that a device reaches defined end of service-life or if HP cannot acquire spare parts with commercially reasonable efforts, HP may terminate Services for the respective device and potentially all like devices.

11. HOURS OF SERVICE

HP's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m., local time. HP does not provide Services during the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

HP does not provide office support, though does provide technician support, during the following holidays:

- Martin Luther King Day
- Presidents' Day
- Juneteenth
- Friday following Thanksgiving
- Christmas Eve

- HP company-wide shut down from Christmas Day through New Year's Day

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12. PRICING

(a) MCB Billing Method: This Agreement will be billed under the Managed Cartridge Billing method and in accordance with the NASPO ValuePoint Master Agreement. Managed Cartridge Billing method is defined as a billing option based on the toner or ink cartridges shipped to the Customer during the billing period. The pricing is based upon high-capacity contractual cartridges that are shipped when available (see SKU number in section 4., Pricing Schedule above). Alternate cartridges (SKU numbers) may be used and will be billed accordingly.

(b) MCB Method Price Calculation: MCB pricing is calculated by taking the Rate in the Pricing Schedule and multiplying it by the number of pages expected to print ("Yield") according to the cartridge yield published in HP's device/cartridge yield specifications. All devices supported under this Schedule will be billed by this method.

13. DATA COLLECTION AGENT ("DCA"); AUTO TONER REPLENISHMENT ("ATR")

HP can assist Customer with the installation of an HP authorized remote monitoring software DCA. This DCA is not required. Customer acknowledges it has no ownership of software provided by HP, including the remote monitoring software. Subject to the terms of this Schedule and the Agreement, Customer agrees to allow HP the right to collect and use data through the remote monitoring software.

HP's preferred method of supplies replenishment is ATR. The DCA reports and alerts HP when supplies are needed and initiates and fulfills an order for supplies. Those supplies are drop shipped to the Customer. Reporting and alerts are determined by the Customer's printing history and require running the DCA for at least thirty (30) days before ATR is active. ATR can only be assigned to devices that are networked and reporting to the DCA. Local or non-networked devices will not have ATR.

If ATR is included, it requires the DCA to be installed and running. If the Customer chooses not to install the DCA or if the DCA is uninstalled, ATR is not available.

14. HP JETADVANTAGE INSIGHTS [OPTIONAL]

If HP JetAdvantage Insights is included as a part of this Schedule, then Customer also agrees to the terms and conditions with respect to HP JetAdvantage Insights located at https://www.insights.hpondemand.com/files/SaaS/JAISPSaaS11302016.pdf.

15. DEVICE OBSOLESCENCE

A manufacturer may choose to no longer support a device at which time replacement parts and/or supplies are no longer available for that device model/series, HP will make reasonable commercial efforts to continue to provide Service for the device, but HP reserves the right to discontinue providing Services on the respective device and potentially all like devices.

HP makes every attempt to identify those devices that are nearing the end of their supportable life. Such devices are described above in paragraph 6, End of Service Life. The standard credit described in the paragraph 6 does not apply to EOSL Device(s).

16. ITEMS NOT COVERED

The following items are not covered under MCB Services: paper, staples, font cartridges, third-party SIMM or DIMMs, third-party accessories, and all external interface cards.

Special Note on Firmware Upgrades: HP will only perform Firmware Upgrades if the manufacturer has announced the Firmware Upgrade resolves a known service issue.

17. REMOVAL OF CONFIDENTIAL INFORMATION

If a hard drive fails, and HP determines that the device, which is still in its service life can no longer be repaired and must be replaced, HP will remove the hard drive from the defective device and leave it with Customer prior to removing the defective device from Customer's premises. In the event that Customer requests that HP repair or replace a device or upon termination of the Schedule, HP will cleanse all hard drive data in accordance with section 18 (Hard Drive Removal and Surrender). In any other instance when the hard drive needs to be replaced there may be a cost associated with the replacement drive, and pricing will be in accordance with the NASPO ValuePoint Master Agreement Price List.

18. HARD DRIVE REMOVAL AND SURRENDER

(a) HP shall ensure that all hard drive data is cleansed and purged (if capable) from the device at the end of its Useful Life, or when any hard drive is repossessed by HP; or

(b) At Customer's discretion, HP shall remove the hard drive from the applicable device and provide the Customer with custody of the hard drive before the device is removed from the Customer's location, moved to another location, or any other disposition of the device. Customer shall then be responsible for securely erasing or destroying the hard drive.

(c) If HP takes possession of any device at a Customer's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in the Participating Addendum.

(d) Hard drive sanitation shall be at no expense to the Customer, however; HP may charge the Customer a fee if the Customer elects to keep the hard drive in their possession. HP must disclose the price for removal and surrender of the hard drive, prior to Order placement.

(e) If the hard drive is not removable, or the device does not contain a hard drive, then HP must convey this to the Customer at the time of Order placement. In the case of a non-removable hard drive, section 18.(a) shall apply.

(f) If HP is removing another manufacturer's devices, HP is not permitted to remove the hard drive. Only the manufacturer of the devices or its Authorized Dealer shall remove hard drives in its own devices. HP shall work with the third-party manufacturer to ensure the requirements pursuant to this section are met.

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19. SCHEDULE REVISIONS

If the assumptions and/or circumstances used to create the Pricing Schedule are found to be incorrect or misstated or to have substantially changed, then HP and Customer shall meet and in good faith negotiate equitable changes to the Schedule, which may include, but is not limited to, adjusting rates and/or service level commitments, in adherence with the NASPO ValuePoint Master Agreement. Any changes will only have effect for the future without any retroactive effect on any rates or charges that have already been invoiced. HP will not be liable for failure to meet any obligations in this Schedule to the extent such failure is due to delayed, false, or inaccurate information provided by Customer.

20. ASSIGNMENT

Neither this Schedule nor any right or obligation hereunder shall be assigned or delegated, in whole or part, by either Party without the prior written consent of the other Party, not to be unreasonably withheld.

21. CHANGE ORDERS

Both Parties agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to add additional service locations or modify current service locations will require a Change Order signed by both Parties. Additional models/series of devices not currently priced on the Order will be added at the then-current rates, subject to the NASPO ValuePoint Master Agreement Price List.

22. PRICES AND TAXES

Initial prices will be as quoted in writing by HP. Prices are inclusive of taxes, duties, and fees (including installation) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.

23. DISPUTE RESOLUTION

In accordance with NASPO ValuePoint Master Agreement § 7., Ordering, subsection 7.15, HP's dispute and escalation process follows. Any disputed matter under this Agreement will be referred to the parties' Project Managers, except for HP's right to terminate for Customer's failure to pay and except with respect to each party's right to pursue equitable remedies. If the Project Managers are unable to resolve the disputed matter within two (2) weeks, the matter will be escalated to the parties' sponsoring executives. If these representatives fail to reach a mutual resolution within the following two (2) weeks, or such other period as may be agreed to by the parties, the matter will be referred to the managers of such sponsoring executives. HP may suspend performance of services under this Agreement to the extent a disputed matter (including without limitation, a force majeure event or unfulfilled dependency) is not resolved within 60 days of the commencement of this dispute resolution process.

24. SIGNATURES

HP and Customer agree, by application of their duly authorized representative's respective signatures below, agree to the terms of this this Schedule, which shall become effective as of the Schedule Effective Date. Customer also warrants that signature of this Schedule authorizes HP to provide the Services and that Customer will pay for all Services provided under this Schedule. This Schedule must be signed within ninety (90) days from the date listed in the header of this Schedule. The Parties also agree that this Schedule and any subsequent amendments or Change Orders are binding upon HP and Customer.

SCHEDULE EFFECTIVE DATE: _____

HP INC.	**CUSTOMER NAME:** _____
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Address:	Address:
Contact Name:	Contact Name:
Contact Email:	Contact Email:
Contact Phone:	Contact Phone:

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EXHIBIT A: HP CUSTOMER TERMS – MAINTENANCE SERVICES AND SUPPORT AGREEMENT

1. Parties. These terms, along with the Agreement terms, govern the purchase of Services from the HP Inc. ("HP") by the Customer entity identified in the signature section above ("Customer") during the term of this Agreement.

2. Orders. "Order" means the signed HP Managed Print Services and Support Schedule including any supporting material which the Parties identify as incorporated either by attachment or reference ("Supporting Material"). Supporting Material is defined in NASPO ValuePoint Master Agreement § 1.68.

3. Prices and Taxes. Initial prices will be as quoted in writing by HP. Prices are exclusive of taxes, duties, and fees (including installation) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.

4. Invoices and Payment. NASPO ValuePoint Master Agreement § 6.2 Payment, governs this section.

5. Support Services. HP's support services will be described in the Order and any applicable Supporting Material, which will cover the description of HP's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer devices supported.

6. Eligibility. NASPO ValuePoint Master Agreement § 10, Warranty, subsection 10.9, governs this section. 5

7. Dependencies. HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.

8. Services Performance. NASPO ValuePoint Master Agreement § 10, Warranty, subsection 10.10., governs this section.

9. Intellectual Property Rights. NASPO ValuePoint Master Agreement § 11.3, License of Pre-Existing Intellectual Property, governs this section. Additionally, no transfer of ownership of any intellectual property will occur under this Agreement.

10. Intellectual Property Rights Infringement. NASPO ValuePoint Master Agreement § 12.2, Intellectual Property Indemnification, governs this section.

11. Confidentiality. NASPO ValuePoint Master Agreement § 14.2, Confidentiality, Non-Disclosure, and Injunctive Relief, governs this section. Confidential Information provided by HP to NASPO ValuePoint or Purchasing Entity(ies) exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. HP's Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. HP's Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (3) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving Party without obligation of confidentiality; ii) is independently developed by the receiving Party; or iii) where disclosure is required by law or a governmental agency.

12. Personal Data. Each party shall comply with their respective obligations under applicable data protection and privacy laws and regulations. To the extent that HP is processing any personal data to which it has access on behalf of Customer, HP's Customer Data Processing Addendum shall apply. HP's Customer Data Processing Addendum is available on www.hp.com/privacy or upon request. Services provided under these terms are for Customer's internal use and not for further commercialization. HP may suspend its performance under this Agreement to the extent required by laws applicable to either Party.

13. Global Trade Compliance. Services provided under these terms are for Customer's internal use and not for further commercialization. HP may suspend its performance under this Agreement to the extent required by laws applicable to either Party.

14. Limitation of Liability. HP's liability to Customer under this Agreement is limited to the greater of $1,000,000 or the amount payable by Customer to HP for the relevant Order. Neither Customer nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either Party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

15. Force Majeure. NASPO ValuePoint Master Agreement § 14.7, Force Majeure, governs this section.

16. Termination. NASPO ValuePoint Master Agreement § 14.8, Defaults and Remedies, and § 14.14, Survivability, govern this section.

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17. General. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both Parties. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

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EXHIBIT B: SLAs BY LOCATION

Address	City	State	ZIP	Response Time
TBD				

Special Note for Devices Supported under the ES Program. The Response Times listed in section 7 (Service Level Definitions) do not apply to those devices supported under the ES program. HP will drop ship toner and ink cartridges via a common carrier to a Customer's location in a timely manner and as requested by the Customer.

All Response Times are determined by the ZIP codes listed above, therefore, if a location is listed with an incorrect ZIP code, then the Response Time may be incorrect and will be corrected by way of a Change Order.

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EXHIBIT C: REMOTE MANAGEMENT SERVICES [OPTIONAL]

HP Remote Management Services ("RMS") provide for HP remote assistance and performance of certain tasks related to the management, updating, and security of MPS Devices. Customer agrees to allow HP and/or its designated representatives, remote access to the applicable Devices and systems requiring RMS. HP assumes no responsibility for its inability to perform RMS due to Customer's lack of cooperation and/or failure to allow for continuous remote access through the Data Collection Agent ("DCA"). RMS is provided during local office hours unless specified differently. As RMS are only delivered remotely, any service requests that require an on-site visit are considered outside the scope of RMS and may require additional Fees. Each RMS event covered hereunder is governed by and is further detailed, including specific limitations, in the respective Scope/Description of Services provided below:

1. **Firmware Management Service. [OPTIONAL]**

   Firmware updates can address any of the following issues: software bugs, security patches and engineering improvements. Following the completion of Deployment Management Services for the initial fleet, HP will remotely perform firmware updates on applicable devices applying the most suitable version for the customer environment. The updates are performed no more than twice annually during the Schedule Term unless otherwise requested by HP. Before the update is applied, HP will evaluate and identify device candidates for firmware updates. The Customer has the responsibility to verify and ensure that the new version will not introduce compatibility issues within the Customer environment. HP will only perform the updates after Customer confirms that the update can be applied. The updates will be performed based on a Customer and HP agreed upon firmware update plan that includes the targeted devices, timelines, and firmware versions. Firmware updates may be provided after Customer business hours and HP may incrementally perform Firmware Management Services within an agreed-upon time period dependent on the size of Customer's fleet and quantity of device candidates. Continuous connection to the DCA is required for all applicable Devices receiving this service. Customer shall perform all necessary reboots as they may be required for devices after firmware upgrades have been provided.

2. **Device Configuration Management Service. [OPTIONAL]**

   HP will remotely establish or re-establish device settings that are lost or changed due a technical support fix or a device replacement. The device settings will be based on the agreed customer device settings. Customer or HP personnel may use HP Priority Phone Support or email to advise HP as to which device requires its setting to be established or re-established. Continuous connection to the DCA is required for all applicable devices receiving this service.

3. **Device Password Support and Management. [OPTIONAL]**

   HP Device Password Support and Management is a service that provides for remote access by HP administrators to manage the setting and resetting of passwords for applicable HP-branded devices and the ability to remotely lock and unlock their control panels. This service is designed to increases the security of the applicable devices. HP will internally coordinate when the control panels of such devices need to be unlocked to enable HP maintenance and support and will lock the control panel of devices after completion of maintenance and support services. The parties will agree in writing on the frequency for resetting passwords but no more than twice annually during the device term. Continuous connection to the DCA is required for all applicable devices receiving this service.

4. **HP Print Security Governance and Compliance Service. [OPTIONAL]**

   HP Printing Security Governance and Compliance Services ("HP SGCS") provide remote support to Customer in maintaining its defined security policy applied to HP-branded devices and select non-HP branded devices during the Term of the Schedule. HP will weekly assess if any qualifying devices which must also be compatible with the HP Security Manager Solution, are not in compliance with Customer defined security policies provided to HP. Accept as otherwise provided herein, HP will remotely remediate non-compliant devices to be in adherence with Customer's defined security policy. Applicable Non-HP branded devices will only be remediated pursuant to the following device settings as they may be applicable to Customer's define security policy:

Admin Password for Embedded Web Server (EWS)	File Transfer Protocol (FTP)
Printer Job Language (PJL) Password	Appletalk
SNMP v1/v2	Network File Systems
SNMP v3	Printer Management Language
FTP Firmware update	Printer Job Language
Remote Firmware upgrade	Postscript
Telnet	

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ATTACHMENT 7 – HP STATE AND LOCAL GOVERNMENT AND EDUCATION CUSTOMER RETURN POLICY FOR DROP-SHIP EQUIPMENT

Coverage: These guidelines apply only to returns initiated by State and Local Government or Education customers purchasing HP branded product direct from HP Inc. (HP) or a customer purchase under HP's NASPO ValuePoint Master Agreement. This return policy does not apply to loaners or early marketing units.

In the event of a conflict between terms of this Policy and the NASPO ValuePoint Master Agreement, the provisions of the NASPO ValuePoint Master Agreement shall prevail.

Products Not Eligible

- **Factory Express Services**—Products that require a custom image load, asset tagging, and/or special packaging are not eligible unless the products are damaged, customer received an overage, or HP incorrectly configured, ordered, or shipped product (HP error).
- **Refurbished products**—HP/Compaq branded refurbished products are not eligible.
- **Consumable products**—Printer cartridges, paper, open box software, etc. cannot be returned to HP.
- **Third Party Options**—Items where returns are otherwise governed by the original manufacturer cannot be returned to HP.

  Note: The original manufacturer may provide its own warranties; the guidelines should be confirmed with the customer support representative when requesting a Return Good Authorization (RGA).

- **Product not purchased from HP directly**—Product purchased from another source, such as a reseller, distributor, etc. not covered under an HP Direct held contract.

Return of Products

Defective Product

For product that is defective on arrival, it is recommended that customers call Technical Support at 1-800-334-5144 to determine if the product can be corrected. Or, the customer may utilize the 30-day goodwill return policy and return the product by calling the Order Management Customer Service Representative at 1-800-888-3224, Option 2, Option 2.

Carrier Related Loss or Damaged Shipments

Customers should note damages or shortages on the Bill of Lading at the time of delivery. Within a reasonable time or not later than 30 days from delivery, notify the HP Customer Service team and provide a copy of the Bill of Lading/Packing Slip.

Concealed damage(s) or shortage(s) (where the box is in good condition, but product is missing or damaged) is an exception and should be reported as soon as practical after delivery in order for HP to establish the claim with the carrier.

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HP is committed to customer satisfaction and values our relationship with State and Local Government and Education Customers. To show our commitment, HP is providing a goodwill right to return, or exchange of unused products within 30 days from receipt of the product. HP does not charge a restocking or handling fee for products returned within 30 days. It is at HP's sole discretion to accept return products after 30 days. If a product return is accepted after 30 days, a restocking fee may apply.

Products Not Accepted by Purchasing Entity

Subject to NASPO Master Agreement section 7., Ordering, subsection 7.11, for products that are not accepted by the Purchasing Entity, HP and/or HP's Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or $200.00, unless otherwise specified in a Participating Addendum.

Packaging

Subject to NASPO Master Agreement section 7., Packaging, for product packaging that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

Procedures for Returns

The State or Local Government Customer should contact the assigned HP Customer Service Representative (CSR) by calling 800-727-2472 to coordinate returns or replacements within 30 days from receipt of product. At that time, the customer will be issued an RGA number that will remain valid for a period of 15 calendar days from the date of issuance. All materials must be received within the RGA validation period.

The CSR will schedule the pickup for returns and forward an email to the person requesting the return. Faxes can also be forwarded in place of an email. The email will include all information regarding the return, including the RGA and carrier name and date of pickup. The CSR will assist the customer with any other details or specifics regarding returns, credits, and refunds.

HP reserves the right to refuse any return that does not meet the requirements stated below:

- Product must be returned in the original shipping packaging. In the event the packaging is not available or unusable, it must be noted when requesting an RGA.
- If possible, remove all mailing labels on the outside of the box that reference the customer address, or mark out the mailing labels address with a marker. The customer will either receive a mailing label via email that should be attached to the return products and/or will be provided a label by the carrier. Be sure to mark your RGA number on the box.
- If product for more than one RGA is being returned in the same box, make sure that all RGA numbers are listed on both the mailing label and packing list. If products are received at the Returns Center without valid RGA numbers on the mailing label, your credit may be delayed and proof of delivery or other supporting documentation may be required.
- The RGA number(s) must appear clearly on the box, as returns will not be accepted without an RGA number.
- Returns must be 100% complete, unused, and in original and re-sellable condition, with all original packaging, manuals, registration card(s), software, cabling, and accessories. If, after the product has been returned and inspected, it is discovered that components are

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missing from the return, HP reserves the right not to issue an RGA for the return of the missing components. If it is determined that there are missing components when the product is returned, and the customer has received a credit, the customer will be issued an invoice for the missing component.

- RGA numbers that have been open for greater than 15 days may be cancelled and the customer subsequently invoiced for the unreturned product. Another RGA can be requested as long as it is within 30 days of receipt of the product. Please note that all returned products must be credited against the account and order from which the product was originally invoiced.

All products must be returned to the address provided by the HP Customer Service Representative via email or by the carrier:

HP Returns
425 New Sanford Road
Dock Door 64
LaVergne, TN 37086
RGA XXXXXXXX

Note: HP reserves the right to change any part of its return guidelines.

HP MAINTENANCE SERVICES AND SUPPORT SCHEDULE

7/23/2025
OPD-0004663642

This Maintenance Services and Support Schedule ("Schedule") defines the activities to be provided by the HP entity named below ("HP") to the customer named below ("Customer") and applies to Customer's purchases of and HP's provision of maintenance services (the "Services"). This Schedule describes the Statement of Work for the delivered Services, along with the NASPO ValuePoint Master Agreement Terms and Conditions for Copiers and Managed Print Services number 187822 and the **California** Participating Addendum number **7-24-70-46-02**, which collectively constitute the agreement ("Agreement") between the parties. This Agreement is not effective until signed by Customer and accepted by HP, as specified below ("Effective Date"). The Parties agree that this Agreement and any Change Order or other ancillary agreement can be completed and executed with electronic signatures or as otherwise required by law. Capitalized terms not defined herein are defined in the Agreement. In case of conflicts between terms of this Schedule and the Agreement, the provisions of the Agreement shall prevail to the extent of the conflict. HP and Customer may be individually referred to as "Party," and collectively as the "Parties."

1. TERM: __60__ MONTHS

2. GENERAL DEFINITIONS

- **Support Programs ("PROG").**
- **Maintenance Services and Support ("MSS"):** Full MSS – Includes toner and ink cartridges, maintenance kits, parts, and repairs.
- **Essential Support ("ES"):** Toner Only – Includes toner and ink cartridges drop shipped to Customer's dock. Maintenance kits, parts, and repairs available on a Time and Materials **("T&M")** invoice.

HP WILL PROVIDE SUPPORT WHICH INCLUDES THE FOLLOWING:

☒ Toner and Ink Cartridges
☒ Maintenance Items for MSS Program
☒ Toner and Ink Cartridge Disposal
☒ Location Specific Response Times
☒ Repair Services for devices in MSS Program
☒ Cleanings at Every Technician Visit
☒ Phone and Online Support for MSS Program
☒ Enhanced Account Manager
☒ Strategic Business Reviews
☒ Assigned Account Manager
☒ Remote Monitoring Software

3. PRICING SCHEDULE

SUPPORT RATES FOR THE VARIOUS DEVICES ARE AS FOLLOWS:

MODEL	TYPE	RATE	PROG	MODEL	TYPE	RATE	PROG
HP E57540	Black	$0.0158	MSS	HP E57540	Color	$0.0612	MSS
HP E5800	Black	$0.0204	MSS	HP E5800	Color	$0.0801	MSS
HP E87640	Black	$0.0064	MSS	HP E87640	Color	$0.0373	MSS
HP E87660	Black	$0.0064	MSS	HP E87660	Color	$0.0373	MSS
HP E877	Black	$0.0068	MSS	HP E877	Color	$0.0214	MSS
HP M454	Black	$0.0219	MSS	HP M454	Color	$0.0886	MSS
HP M578	Black	$0.0208	MSS	HP M578	Color	$0.0749	MSS
HP Pro 4201	Black	$0.0269	MSS	HP Pro 4201	Color	$0.1085	MSS
HP X57945	Black	$0.0151	MSS	HP X57945	Color	$0.0501	MSS
HP E40040	Mono	$0.0116	MSS	HP E50145	Mono	$0.0107	MSS
HP E60055	MICR	$0.0446	MSS	HP E60055	Mono	$0.0134	MSS
HP E60155	Mono	$0.0134	MSS	HP M402	Mono	$0.0184	MSS
HP M404	Mono	$0.0184	MSS	HP M527	Mono	$0.0147	MSS
HP M602	Mono	$0.0174	MSS	HP M605	Mono	$0.0135	MSS
HP M610	Mono	$0.0174	MSS	HP Pro 4001	Mono	$0.0171	MSS
HP P4015	Mono	$0.0074	ES				

4. SERVICE REQUESTS

Service requests can be made twenty-four (24) hours a day, seven (7) days a week by calling HP's toll-free number (1-800-745-2025) and leaving a voice mail or through the online portal (www.hp.com/go/mpsservice). Upon receipt of any supplies provided by HP under this Schedule, Customer shall be responsible for their safekeeping and shall reimburse HP, at the then-current NASPO ValuePoint Master Agreement list price, for any supplies that are lost, stolen or damaged. Supplies provided by HP under this Schedule may only be used on devices covered under this Schedule. At the end of the Term, unused supplies provided by HP under this Schedule shall be returned to HP and are the property of HP at all times unless otherwise specified. HP encourages Customer to use HP's free cartridge return program for empty laser and ink cartridge disposal. See www.hp.com/recycle for details. Except to the extent that a specific requirement is set out in this Schedule, HP will manage the method and provision of the support programs in its sole discretion.

5. SERVICE LEVEL DEFINITIONS

(a) MSS Response Times: HP offers two (2) response times depending on locations:

- **HP Priority –** Priority 4 Hour Response, toner and ink drop ship.
- **HP Extended Reach –** Depending on location, it may be greater than Next Business Day Response, toner, and ink dropship.

(b) MSS Response Times will only be measured during HP normal business hours and only apply to devices supported by the MSS program. Location specific MSS Response Times can be found in Exhibit A, attached hereto. All Response Times are determined by the ZIP codes listed in Exhibit A, therefore, if a location is listed with an incorrect ZIP code, then the Response Time may be incorrect and will be corrected by way of a Change Order.

6. ENHANCED ACCOUNT MANAGEMENT

HP will provide Customer with an Account Manager ("AM") that will perform the following services for the Term of the Schedule: (1) Serve as the single point of contact responsible for the delivery of the Services, Customer relationship, Customer satisfaction, and manage escalated issues and corrective actions until resolution; (2) Assist with coordinating and managing Change Orders; (3) the fleet management analysis (fleet utilization), and (4) recommendations for optimization.

HP will perform all activities remotely.

8. TERM, TERMINATION & RENEWAL

The term of this Schedule will begin on the Schedule Effective Date and will continue for the Term indicated above. Rates listed in the Pricing Schedule above are fixed for the initial Term of this Schedule.

Customer may only terminate this Schedule in the event of HP's uncured material breach of this Schedule. HP will have thirty (30) days from Customer's written notice to cure such breach. If HP fails to cure such breach within the thirty (30) day period, this Schedule will terminate, with no Termination Fee, ninety (90) days after the written notice was received.

This Schedule may not be cancelled for convenience by Customer. In the event of any early termination of this Schedule by Customer for any reason other than HP's material breach, HP, in its sole discretion, may assess and invoice Customer the number of impressions estimated to be remaining for the term of this Schedule based on the most recent historical impression counts ("Termination Fee"). Upon termination of this Schedule, Customer will pay HP for all Services performed, and all charges and expenses then due HP under this Schedule, including any applicable Termination Fee.

HP reserves the right to terminate this Schedule with thirty (30) days' notice.

9. DEVICES COVERED UNDER THIS SCHEDULE

The impression rates listed in the Pricing Schedule above and the terms contained herein are offered based on supporting all eligible devices within Customer's supportable locations listed in Exhibit A and Customer keeping the remote monitoring software active and reporting. All devices of a similar model/series must be enrolled in the support program and covered under this Schedule unless a specific written exception is granted. Devices can only be removed from the support program if they are taken out of service and permanently removed from a supportable location. Additional devices may be added at any time if HP currently provides support for that model/series. Supportable devices that are added at a later date that are not currently included in the Pricing Schedule will be added at the then current rate. To add a device to or remove a device from the Schedule, Customer must submit an email request to HP at pmps-fleetmaintenance@hp.com using a form to be provided by HP. Such requests must be submitted by an account manager or executive employed by Customer, or an employee authorized by the account manager or executive. Devices must be in a working condition prior to being enrolled in this program. If a device to be added to this Schedule is not new, HP will determine if repairs are required to bring the device to a working condition. If repairs are required, HP will notify Customer and, with Customer's approval, will provide those parts and repairs at HP's standard parts and service rates, per the pricing in the NASPO ValuePoint Master Agreement. If a mono device to be enrolled is in a "toner low" or "ink low" condition, Customer will be invoiced 50% of the retail price of a new toner or ink cartridge. If a color device to be enrolled is in a "toner low" or "ink low" condition, Customer will not be invoiced for the first cartridge, but will be invoiced for additional cartridges at retail price. Customer agrees to follow correct device operation guidelines as specified by the manufacturer for all devices covered under this Schedule.

In the event that a device reaches defined end of service-life or if HP cannot acquire spare parts with commercially reasonable efforts, HP may terminate Services for the respective device and potentially all like devices.

10. HOURS OF SERVICE

HP's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m., local time. HP does not provide Services during the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

HP does not provide office support, though does provide technician support, during the following holidays:

- Martin Luther King Day
- Presidents' Day
- Juneteenth
- Friday following Thanksgiving
- Christmas Eve
- HP company-wide shut down from Christmas Day through New Year's Day

11. PRICING

Customer will be billed at the per impression rates by device model/series as listed in the Pricing Schedule, and per the NASPO ValuePoint Master Agreement. One (1) 8 ½" x 11" (A4) print will be charged as one (1) impression. One (1) 8 ½" x 14" (legal) print will be charged as one point three (1.3) impressions. One 11" x 17" (A3) size print will be charged as two (2) impressions. A duplex print will be charged as two (2) times the number of impressions that would be charged for a one-sided print. All other page sizes will be charged as reported by the device. If no purchase order is issued then, by signing this Schedule, Customer authorizes HP to provide the Services and will not contest payment.

12. CUSTOMER REQUIREMENTS

(a) Customer is responsible for assisting in a timely installation of the remote monitoring software and for keeping the remote monitoring software active. Customer understands that if the remote monitoring software is de-activated, HP will not be able to receive "Toner Low" or "Service Alert" messages from devices and HP will not be held to the response time commitments listed in Exhibit A. Upon either notice or discovery of a non-reporting device, Customer shall promptly return the device to a reporting condition. Customer may be responsible for manually reporting impression counts for non-networked devices or for non-reporting devices to ensure current and accurate data for billing and reporting purposes. Customer acknowledges that Customer has no ownership of software provided by HP, including the remote monitoring software. Subject to the terms of this Schedule and the Agreement, Customer agrees to allow HP the right to collect and use data through the remote monitoring software.

(b) Non-Reporting Devices: For any device subject to remote monitoring software (for example, a Data Collection Agent ("DCA") or other automated data collection tool provided by HP) that stops reporting data ("Non-Reporting Device"), Customer shall support HP in locating and returning all such Non-Reporting Devices to a reporting condition and to a designated location. Customer remains liable for payment of all charges for Non-Reporting Devices as determined by manually retrieved usage reports to be provided by Customer to HP every thirty (30) calendar days from the date that HP notifies Customer of the non-reporting status of the devices until the devices are returned to an automated reporting status. If Customer fails to provide timely usage reports for Non-Reporting Devices, HP may:

(1) continue to invoice impression rates based upon the historical usage data gathered from the last billing cycle when the device was in a reporting status. Once received HP reserves the right to reconcile actual usage against any previously invoiced impression amounts based upon historical data and then invoice in arrears for impressions not previously captured. Customer agrees to pay all such related invoices.

(2) suspend invoicing for impressions on the affected device until the device is returned to an automated reporting status and then invoice Customer in arrears for all non-reported impressions; or

(3) continue to invoice for impressions using the manufacturer's stated yield as the usage for each cartridge shipped during the billing period, multiplied by the impression rate per applicable device.

(a) Manual Reporting Devices: For each device designated as a manual reporting device (i.e. a device that is incapable of automated data reporting), Customer shall provide to HP usage reports every thirty (30) calendar days. If at any point in time Customer stops timely reporting such data, such device shall be deemed a Non-Reporting Device and Customer remains liable for payment of all charges and fees for such Non-Reporting Devices. In such circumstances, HP may continue to invoice for impressions based upon:

(1) the manufacturer's stated yield as the usage for each cartridge shipped during each billing period that the device remains in a non-reporting condition, multiplied by the impression rate per applicable device; or

(2) the historical usage data gathered from the last billing cycle when the device was in a reporting condition. Once received, HP reserves the right to reconcile actual usage against any impressions previously invoiced based upon historical data and then invoice in arrears for impressions not previously captured. Customer agrees to pay all such related invoices.

(d) Special Note for mSKU Devices: Any devices designated as mSKU devices in the Pricing Schedule must be connected to the JetAdvantage Management (JAM) software at all times. Customer must assist HP in a timely installation of JAM and support HP in resolving any issues with devices that are not properly connected to JAM. Use of supplies on any mSKU device that are not provided directly by HP as a part of this Schedule may result in the device being disconnected from JAM. HP may increase the impression rate of any mSKU device that is disconnected from JAM, on a forward looking basis, if such non-reporting condition is due to Customer or lack of cooperation of Customer. HP will notify Customer of any adjustment to the impression rates. HP will implement the new impression rates unless notified of a concern within ten (10) Business Days from the notice date. In case of timely notification of concern, HP and Customer will work in good faith to resolve the dispute in a timely manner. During such time, Customer will be invoiced and pay the unadjusted impression rates until resolution of the dispute.

13. TONER AND INK COVERAGE

HP regularly reviews toner and ink consumption. If it is discovered that there are devices that are printing with greater than seven percent (7%) toner or ink coverage for monochrome, and twenty-eight percent (28%) toner or ink coverage for color, HP will notify the Customer in writing. HP will work with Customer to correct this problem by making recommendations that may include but are not limited to print policy changes, workflow changes, and device changes. If after sixty (60) days, Customer has not or will not make changes to reduce toner or ink coverage below these limits, HP may increase the rates to account for the increase in coverage, but at no time shall any rate increase exceed the pricing listed in the NASPO ValuePoint Master Agreement. Those increased rates will remain in place until the next annual review.

14. DEVICE OBSOLESCENCE

A manufacturer may choose to no longer support a device at which time replacement parts and/or supplies are no longer available for that device model/series, HP will make reasonable commercial efforts to continue to provide Service for the device, but HP reserves the right to discontinue providing Services on the respective device and potentially all like devices. If the respective device has been on contract for greater than three (3) months, then a standard credit will be provided towards the purchase of an HP printing device.

HP makes every attempt to identify those devices that are nearing the end of their supportable life. Such devices are described above in the END OF SERVICE LIFE (ES) section above. The standard credit described in the paragraph above does not apply to EOSL Device(s).

15. ITEMS NOT COVERED

The following items are not covered under the Services: paper, font cartridges, third-party SIMM or DIMMs, third-party accessories, and all external interface cards. Special note on Firmware Upgrades: HP will only perform Firmware Upgrades if the manufacturer has announced the Firmware Upgrade resolves a known service issue.

16. REMOVAL OF CONFIDENTIAL INFORMATION

If a hard drive fails, and HP determines that the device, which is still in its service life can no longer be repaired and must be replaced, HP will remove the hard drive from the defective device and leave it with Customer prior to removing the defective device from Customer's premises. In the event that Customer requests that HP repair or replace a device or upon termination of the Schedule, HP will cleanse all hard drive data in accordance with NASPO ValuePoint Master Agreement §4.6.5.(Hard Drive Removal and Surrender). In any other instance when the hard drive needs to be replaced there may be a cost associated with the replacement drive, and pricing will be in accordance with the NASPO ValuePoint Master Agreement Price List.

17. SCHEDULE REVISIONS

If the assumptions and/or circumstances used to create the Pricing Schedule are found to be incorrect or misstated or to have substantially changed, then HP and Customer shall meet and in good faith negotiate equitable changes to the Schedule, which may include, but is not limited to, adjusting rates and/or service level commitments, in adherence with the NASPO ValuePoint Master Agreement. Any changes will only have effect for the future without any retroactive effect on any rates or charges that have already been invoiced. HP will not be liable for failure to meet any obligations in this Schedule to the extent such failure is due to delayed, false, or inaccurate information provided by Customer.

18. ASSIGNMENT

Neither this Schedule nor any right or obligation hereunder shall be assigned or delegated, in whole or part, by either Party without the prior written consent of the other Party, not to be unreasonably withheld.

19. PUBLICITY

HP may use Customer's name and identification of this engagement in connection with general lists of customers and experience.

20. INVOICING

HP will invoice monthly in arrears, based on the impressions made during the previous month. Invoice terms are 30 days from HP's invoice date.

21. CHANGE ORDERS

Both Parties agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to add additional service locations or modify current service locations will require a Change Order signed by both Parties. Additional models/series of devices not currently priced on the Order will be added at the then-current rates, per the NASPO ValuePoint Master Agreement Price List.

22. PRICES AND TAXES

Initial prices will be as quoted in writing by HP. Prices are exclusive of taxes, duties, and fees (including installation) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.

24. DISPUTE RESOLUTION

Any disputed matter under this Agreement will be referred to the parties' Project Managers, except for HP's right to terminate for Customer's failure to pay and except with respect to each party's right to pursue equitable remedies. If the Project Managers are unable to resolve the disputed matter within 2 weeks, the matter will be escalated to the parties' sponsoring executives. If these representatives fail to reach a mutual resolution within the following 2 weeks, or such other period as may be agreed to by the parties, the matter will be referred to the managers of such sponsoring executives. HP may suspend performance of services under this Agreement to the extent a disputed matter (including without limitation, a force majeure event or unfulfilled dependency) is not resolved within 60 days of the commencement of this dispute resolution process.

[SIGNATURE PAGE FOLLOWS.]

HP and Customer agree by application of their duly authorized representative's respective signatures below that this Schedule should become effective as of the Schedule Effective Date. Customer also warrants that signature of this Schedule authorizes HP to provide the Services and that Customer will pay for all Services provided under this Schedule. This Schedule must be signed within ninety (90) days from the date listed in the header of this Schedule. The Parties also agree that this Schedule and any subsequent amendments or change orders are binding upon HP and Customer.

SCHEDULE EFFECTIVE DATE: _____

HP INC.	CITY OF FONTANA
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Address: **11361** Chinden Blvd Boise, Idaho, 83714-0021	Address:
Contact Name: Marcus Davis	Contact Name:
Contact Email: marcus.davis@hp.com	Contact Email:
Contact Phone: 254-289-6579	Contact Phone:

EXHIBIT A: SLAs by LOCATION

Address	City	State	ZIP	Response Time
11501 Cypress Avenue	Fontana	CA	92335	HP Priority
11925 Sierra Avenue	Fontana	CA	92337	HP Priority
14501 Live Oak Avenue	Fontana	CA	92337	HP Priority
15556 Summit Avenue	Fontana	CA	92336	HP Priority
15610 Summit Avenue	Fontana	CA	92336	HP Priority
16489 Orange Way	Fontana	CA	92335	HP Priority
16581 Filbert Street	Fontana	CA	92335	HP Priority
16710 Ceres Avenue	Fontana	CA	92335	HP Priority
16822 Spring Street	Fontana	CA	92335	HP Priority
16860 Valencia Avenue	Fontana	CA	92335	HP Priority
17004 Arrow Blvd.	Fontana	CA	92335	HP Priority
17004 Upland Avenue	Fontana	CA	92335	HP Priority
17005 Upland Avenue	Fontana	CA	92335	HP Priority
17122 Slover Avenue	Fontana	CA	92337	HP Priority
7350 W. Liberty Parkway	Fontana	CA	92336	HP Priority
8353 Sierra Avenue	Fontana	CA	92335	HP Priority
8380 Cypress Avenue	Fontana	CA	92335	HP Priority
8437 Sierra Avenue	Fontana	CA	92335	HP Priority
8463 Sierra Avenue	Fontana	CA	92335	HP Priority
8491 Sierra Avenue	Fontana	CA	92335	HP Priority

Special Note for Devices Supported under the ES Program. The Response Times listed below do not apply to those devices supported under the ES program. HP will drop ship toner and ink cartridges via a common carrier to a Customer's location in a timely manner and as requested by the Customer.

MPS Response Times: HP offers two (2) response times depending on locations:

- **HP Priority –** Priority 4 Hour Response, toner and ink drop ship.
- **HP Extended Reach** – Depending on location, it may be greater than Next Business Day Response, toner and ink drop ship.

All Response Times are determined by the ZIP codes listed above, therefore, if a location is listed with an incorrect ZIP code, then the Response Time may be incorrect and will be corrected by way of a Change Order.

File #: 25-0548
Agenda #: M.

Agenda Date: 10/14/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Final Acceptance of the Courtplace Housing Development (Infrastructure Improvements) Project (DE-24-124-SB)).

RECOMMENDATION:
Accept as complete the work performed by Weka, Inc. for the construction of the Courtplace Housing Development (Infrastructure Improvements) Project (DE-24-124-SB).

COUNCIL GOALS:

- To 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.

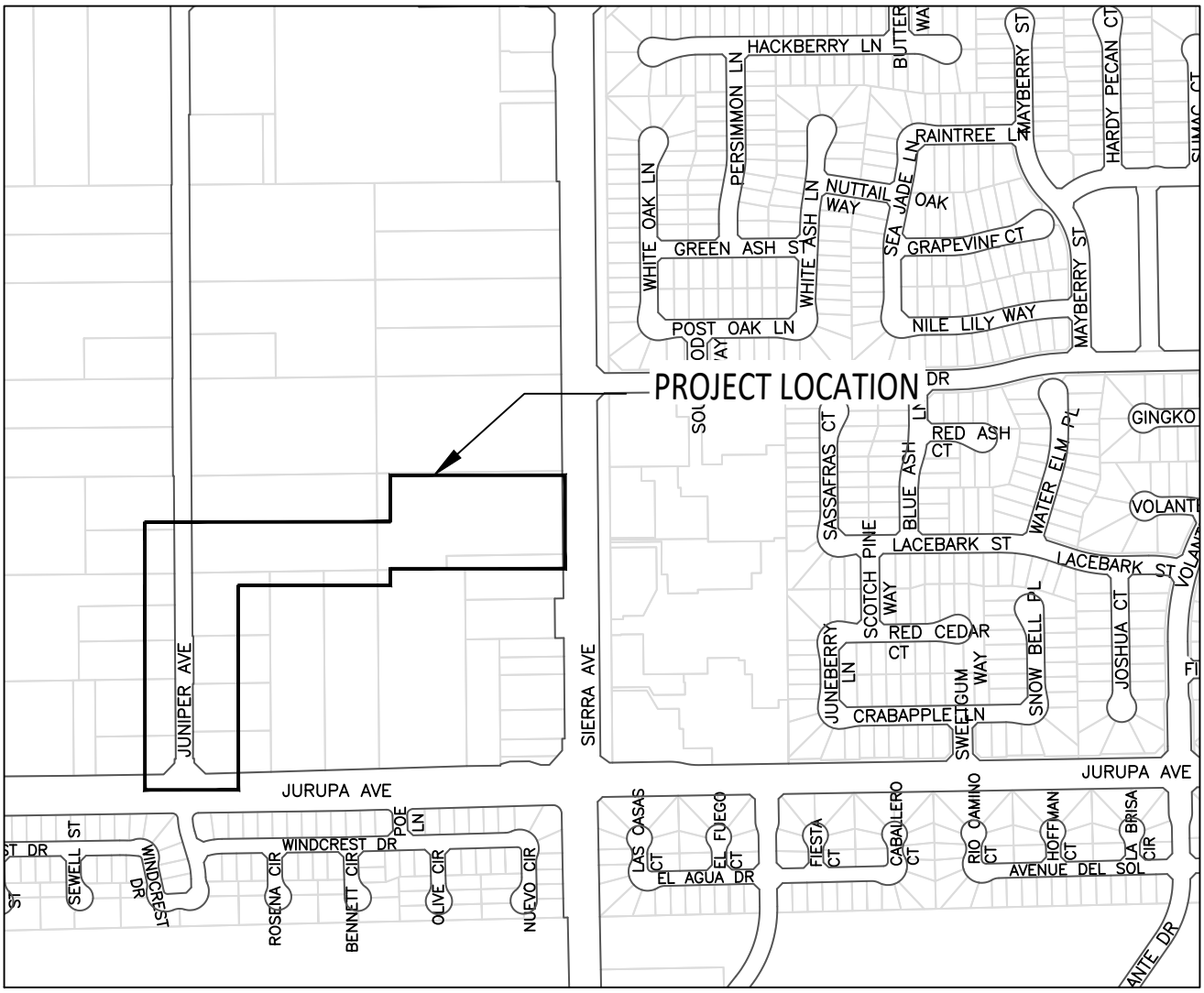
DISCUSSION:
On January 23, 2024, the City Council authorized the award of the construction contract to the lowest responsible/responsive bidder (Weka, Inc.) in the amount of $4,863,524.00 with a 10% contingency in the amount of $486,352.40 for the Courtplace Housing Development (Infrastructure Improvements) Project (#37600063). On July 23, 2024, the City Council approved the increase in City-Owned Contingency in the amount of $2,013,647.60, increasing the City-Owned Contingency to $2,500,000.00. The improvements consisted of the installation of a storm drain system, sanitary sewer system, restoration of existing improvements, and the modification of an existing detention basin located at 11196 Sierra Avenue to include partial backfilling and construction of a basin diversion structure.

Weka, Inc. completed the construction of the project on September 9, 2025. The project was successfully completed for the final contract amount of $6,537,965.93, using $1,674,441.93 of the $2,500,000.00 in City-Owned Contingency. All work has been completed to the satisfaction of the City of Fontana.

FISCAL IMPACT:
As part of the action to accept the construction of the Courtplace Housing Development Project (#37600063) as complete, the City will take over the operation and maintenance of this public infrastructure. Appropriate funding for the maintenance work is included in the FY 2025-26 budget under the Public Works & Engineering Department, Utilities and Streets Division.

MOTION:
Approve staff recommendation.

COURTPLACE HOUSING DEVELOPMENT PROJECT



File #: 25-0563
Agenda #: N.

Agenda Date: 10/14/2025
Category: Consent Calendar

FROM:
Housing

SUBJECT:
Adoption of Homeless Solutions Action Plan Update

RECOMMENDATION:
Adopt **Resolution No. 2025-098**, Homelessness Solutions Action Plan Update and direct staff to implement strategies laid out in plan.

COUNCIL GOALS:

- Create and maintain a dynamic team by promoting stability and predictability by providing consistent policy direction.
- Concentrate on Inter-governmental relations by pursuing financial participation from county, state and federal governments.

DISCUSSION:
Despite the City's continued efforts to reduce homelessness through expanded housing options and enhanced services, the 2025 Point-in-Time Count identified 364 individuals experiencing homelessness in Fontana-271 unsheltered and 93 sheltered-representing an overall increase of 63 individuals from the previous year. While the growth in sheltered placements demonstrates progress in expanding the City's capacity, the data underscores that significant challenges remain. This data highlights both the growth of shelter capacity and the urgent need for expanded prevention, housing, and support services.

Over the past year, staff has worked closely with the Mayor's Advisory Council on Homelessness, which has played a central role in reviewing trends, identifying service gaps, and shaping the 2025-2026 Homeless Solutions Action Plan update. The Mayor's Advisory Council on Homelessness will review and update this Plan on an annual basis to address emerging challenges, incorporate new initiatives, and guide the City's ongoing efforts to reduce homelessness.

Homelessness Solutions Action Plan (2025-2026)

The updated Action Plan builds upon the foundation established in 2024, refining strategies through three primary operations while integrating lessons learned from previous efforts and community feedback. These operations are designed to function together as a coordinated framework: each complements the others to create a comprehensive approach that addresses both immediate needs and long-term solutions. By focusing on these strategic operations, the City aims to strengthen its system of care, improve access to services, and promote sustainable pathways out of homelessness

for Fontana residents.

Operation 1: Network Enhancements - Strengthening the Mayor's Advisory Council on Homelessness, optimizing resources through improved information-sharing, and building stronger outreach networks across providers. This operation ensures that all stakeholders are aligned, information flows efficiently, and individuals experiencing or at risk of homelessness can be quickly connected to appropriate services.

Operation 2: Foundational Support Services - Expanding case management, wrap around services, and prevention programs to stabilize individuals and families at risk, while enhancing regional service coordination and communication. By providing a solid foundation of support, this operation addresses the underlying causes of homelessness, including lack of access to healthcare, employment, and social services.

Operation 3: Housing Capacity & Stability - Increasing permanent supportive housing, transitional housing, and prevention resources; improving landlord engagement; and pursuing funding for new facilities including emergency shelters and navigation centers. This operation is focused on creating safe, stable, and accessible housing options, ensuring that individuals and families have the opportunity to achieve lasting stability.

Together, these operations form the backbone of the Plan, creating a holistic system that balances prevention, support, and housing solutions. The Plan also emphasizes prevention strategies, recognizing that keeping households from entering homelessness is critical to reducing overall system demand. These strategies are reinforced through expanded outreach, new mobile opioid response services, and enhanced rapid rehousing efforts that provide immediate intervention and tailored support to vulnerable populations.

Accountability remains a cornerstone of the Plan. Success will be measured not only by reductions in the number of individuals experiencing homelessness, but also by improved service delivery efficiency, expanded housing opportunities, and strengthened long-term stability outcomes. The Plan incorporates ongoing data collection and performance monitoring to ensure that strategies are evidence-based, effective, and responsive to emerging trends and community needs.

Finally, the Plan outlines a clear timeline for implementation. Staff will continue to provide the City Council with annual updates, including measurable progress reports, identified challenges, and recommended adjustments to ensure that the Plan remains adaptive, results-driven, and aligned with Fontana's commitment to ending homelessness.

In summary, the differences between the City of Fontana's 2024-2028 and 2025-2026 homelessness plans reflect a clear shift in strategy and focus. The earlier plan emphasized broad system improvements-such as strengthening coordination, expanding general services, and preventing homelessness among youth, veterans, and individuals with disabilities. In contrast, the 2025-2026 plan takes a more targeted and responsive approach. It introduces mobile outreach for individuals with substance use, shifts street outreach to a proactive model, and narrows the focus of navigation centers to serve the chronically homeless. It also enhances prevention efforts to support at-risk households before they lose housing and adds rapid re-housing services to help newly homeless individuals and families regain stability. Overall, the newer plan moves from a broad, population-wide framework to more specialized, population-specific strategies.

FISCAL IMPACT:
The proposed Homeless Solutions Action Plan update aims to address and mitigate homelessness within the city through a series of targeted initiatives. The plan encompasses the development of affordable housing, enhanced support services, and coordinated efforts among various stakeholders. There is no direct or immediate fiscal impact associated with adopting this plan. However, the plan anticipates both short-term and long-tern initiatives that will have specific financial impacts. Information on funding requirements and funding sources will be provided upon approval any such future initiates.

MOTION:
Approve staff recommendation

RESOLUTION NO. 2025-098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, ESTABLISHING A HOMELESSNESS SOLUTIONS STRATEGIC ACTION PLAN

WHEREAS, the City of Fontana (the "City") recognizes the urgent need to address homelessness and the challenges faced by our homeless population; and

WHEREAS, homelessness impacts the safety, health, and well-being of individuals and families within our community; and

WHEREAS, the City has engaged in extensive research, community engagement, and collaboration with local service providers, stakeholders, and homeless individuals to develop a comprehensive approach to address homelessness; and

WHEREAS, the Homeless Solutions Action Plan (the "Plan") outlines specific goals, strategies, and actions to prevent and reduce homelessness in the City of Fontana, including but not limited to, increasing affordable housing, enhancing support services, improving crisis response, and fostering community partnerships; and

WHEREAS, the Plan reflects the City's commitment to a coordinated, sustainable, and humane approach to homelessness; and

WHEREAS, the implementation of the Plan requires the support and collaboration of City departments, community organizations, businesses, and residents.

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

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

Section 2. Pursuant to the California Environmental Quality Act ("CEQA") the Plan is not a "project" because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, § 15378, subd. (a).) Alternatively, the Plan falls within the "common sense" exemption set forth in State CEQA Guidelines section 15061, subdivision (b)(3), which exempts activity from CEQA 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." Here, a homeless solutions action plan can be seen with certainty that there is no possibility that itself may have a significant effect on the environment; it will not result in any potential to impact the environment.

Section 3. City Council of the City of Fontana ("City Council") supports the goals

and strategies outlined in the Plan and hereby adopts the Plan, attached hereto as Exhibit A and incorporated herein by this reference, as a reference guide for addressing homelessness in the City.

Section 4. City Council hereby directs the City Manager of the City of Fontana ("City Manager") to implement the strategies and actions outlined in the Plan and to coordinate, with relevant City departments, community partners, and stakeholders to ensure execution of the Plan. Furthermore, City Council directs the City Manager to provide regular updates to City Council on the progression of the Plan's, including key performance indicators and outcomes.

Section 5. 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.

Section 6. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of October, 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 14th day of October, 2025, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

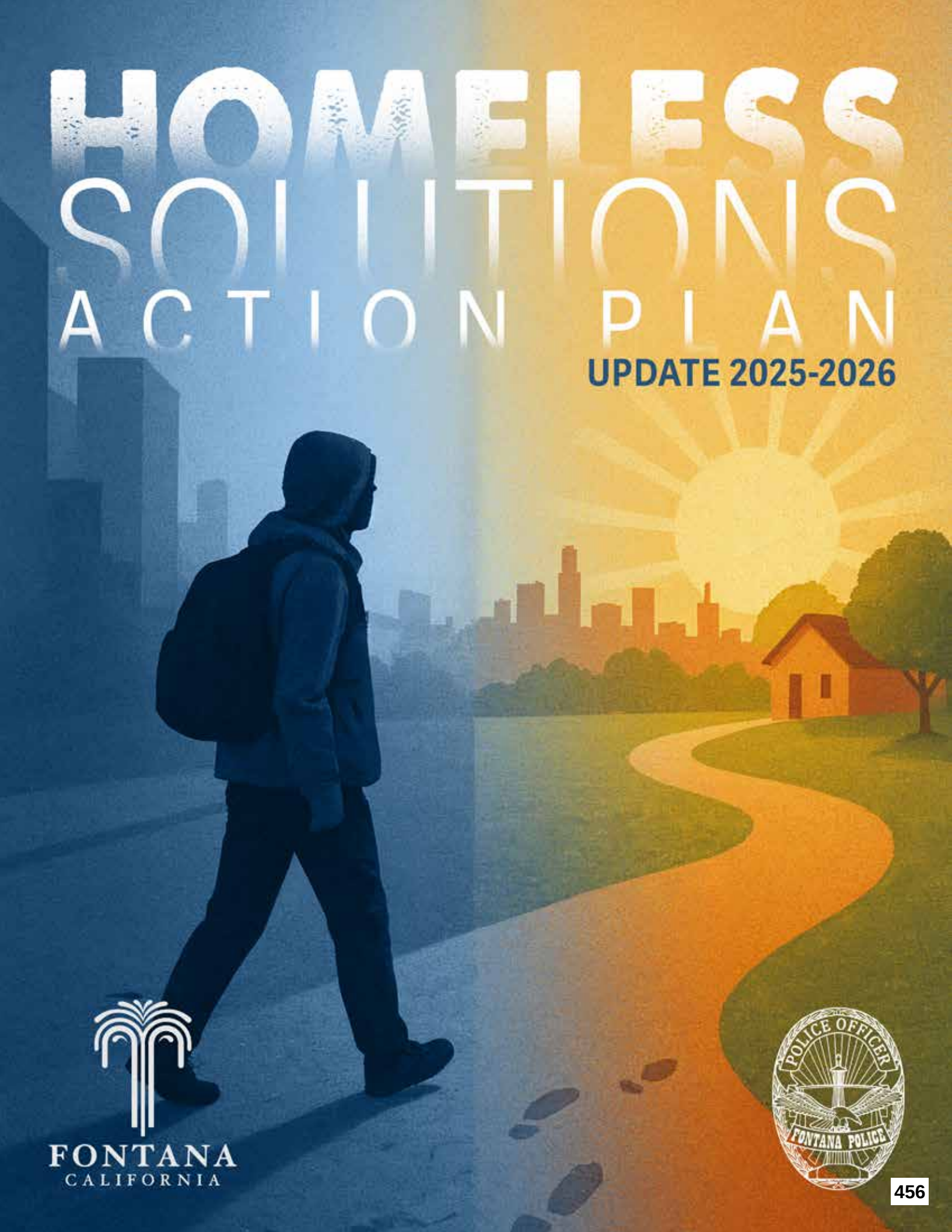
_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

HOMELESS SOLUTIONS ACTION PLAN

UPDATE 2025-2026



FONTANA
CALIFORNIA

POLICE OFFICER
FONTANA POLICE

FONTANA

OUR MISSION

"Our purpose is to resolve homelessness in Fontana by uniting the community around sustainable and dignified solutions. Through collaboration with local organizations, faith-based groups, and community leaders, we strive to empower individuals to regain their independence, restore their self-worth, and build a brighter future."

FONTANA
CALIFORNIA

Our Mission

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A MESSAGE FROM THE MAYOR



Transforming

HOPE INTO ACTION: FONTANA'S FIGHT AGAINST HOMELESSNESS

Addressing homelessness is not a individual sprint—it's a relay. It takes endurance, trust, and seamless coordination among partners who are committed to passing the baton with purpose and precision. In Fontana, we are running that race—together—and making real progress.

Our Homeless Solutions Action Plan is more than just a policy document. It is a citywide commitment—a bold, compassionate roadmap designed to prevent homelessness before it begins, respond swiftly when it occurs, and build long-term solutions that restore stability and dignity.

This isn't just about housing—it's about humanity.

One of the most visible results of this commitment is the successful opening of the Aldea Apartments—a landmark achievement in expanding our permanent supportive housing options. Aldea offers more than shelter; it offers hope, healing, and a path forward for those transitioning out of homelessness. It stands as a powerful symbol of what's possible when innovation meets determination.

Housing is only one piece of the puzzle. We're also ensuring our public spaces remain safe and accessible for all residents through an updated ordinance regarding camping in public spaces—a thoughtful, balanced measure that aligns compassion with community responsibility. It's a reflection of our city's ability to lead with both heart and common sense.

On the ground, programs like the Fontana Police Department's HOST (Homeless Outreach Support Team) and partnerships with organizations like Water of Life's CityLink are showing what collaboration can achieve. These partnerships are proof that when law enforcement, service providers, and local leadership move in unison, lives change for the better.

We know that vision without accountability is just talk. That's why we continue to champion performance tracking, measurable outcomes, and strong inter-agency cooperation. Every dollar we invest must translate into results: fewer people sleeping on the streets, more individuals in stable housing, and sustained reductions in chronic homelessness.

This work isn't easy—but it's essential. And we're not backing down. By staying focused on prevention, re-housing, supportive services, and accountability, we are creating a system where homelessness becomes rare, brief, and non-recurring and every resident can thrive.

The race isn't over, but Fontana is out in front—and we're not slowing down.

Acquanetta Warren

Acquanetta Warren
Mayor of Fontana

A MESSAGE FROM CITY MANAGER



Bold Leadership,

BACKED BY A COMMITMENT TO WORKING TOGETHER

2024/25 was a remarkable year for the City of Fontana—a year defined by bold leadership, collective vision, and a community united in progress. Among the many pivotal initiatives launched this past year, the implementation of the Homeless Solution Action Plan stands as a testament to our unwavering commitment to ensuring a safer, healthier, and more compassionate Fontana for all.

Through strategic partnerships, dedicated City staff, engaged residents, and collaboration with local service providers, we have begun to address homelessness not just as a challenge—but as an opportunity to lead with empathy, innovation, and purpose. This action plan reflects our belief that Fontana's vitality stems from how we care for our most vulnerable neighbors, and how we invest in solutions that look beyond today and into the promise of tomorrow.t

Together, we are redefining what's possible—transforming how we respond to homelessness through expanded outreach, housing navigation, and supportive services that empower individuals on their path to stability. The work is ongoing, but our direction is clear: to build a Fontana where every resident has the opportunity to thrive.

Thank you to everyone who continues to be part of this journey. Your commitment is helping shape a stronger, more unified community—one where no one is left behind.

Matt Ballantyne

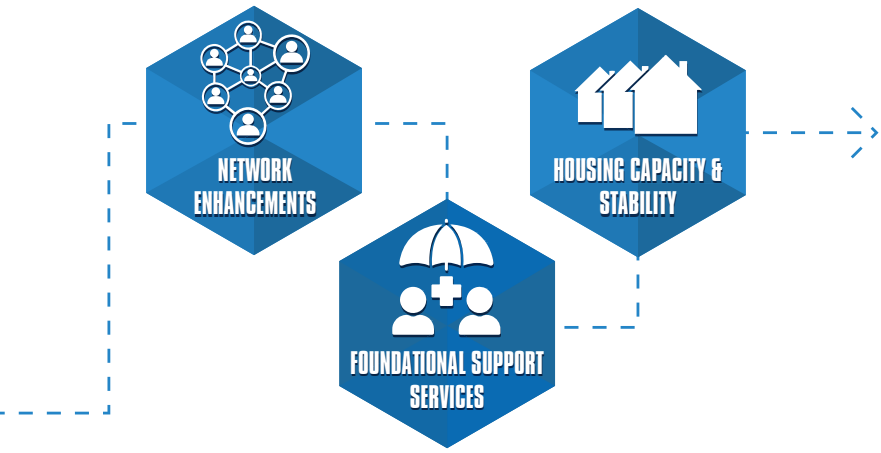
Matt Ballantyne
City Manager

FONTANA
CALIFORNIA

INTRODUCTION

RESOLVING HOMELESSNESS

requires bold leadership, coordinated actions, and a focus on lasting outcomes. The principles that guide every element of Fontana's 2025-2026 Homeless Solutions Action Plan.



The City of Fontana is dedicated to reducing homelessness through strategic, innovative, and data-driven approaches centered around three operations:

The 2025-2026 Homeless Solutions Action Plan reflects Fontana's continued commitment to resolving homelessness by building on past progress and focusing on measurable outcomes. This one-year plan update *(2025-2026)* prioritizes long-term solutions that reduce homelessness and prevents it from recurring. With a focus on coordination, accountability, and expanding access to critical housing and support services.

At the core of this plan is the expansion of affordable and supportive housing, combined with high-impact strategies such as intensive case management, targeted prevention, and transitional housing. The City will enhance coordination to address the root causes of homelessness and support long-term stability.

While we support housing options, the housing first approach is not the full solution to homelessness; it needs to be coupled with intensive case management, transitional housing, and



accountability. Real, lasting change is only possible when individuals actively engage with the city and its partners in this process.

The City of Fontana has strengthened its homeless response system by expanding services to better address the diverse needs of people experiencing homelessness in the City. Street outreach efforts now proactively engage unsheltered individuals, while new mobile opioid outreach services specifically target those affected by substance use and co-occurring disorders. Homeless prevention programs have been enhanced to support at-risk households before they lose housing, and rapid re-housing services provide short-term rental assistance to help newly homeless individuals and families regain stability. Additionally, the development of a navigation center will focus on the chronically homeless population. These targeted strategies reflect Fontana's commitment to a more responsive, population-specific approach. We acknowledge that not every approach will succeed immediately, but the City of Fontana remains committed to learning, adapting, and staying the course to resolve homelessness.

This work is supported by strong partnerships with the San Bernardino County Board of

Cont.

Supervisors, San Bernardino County Department of Behavior Health, and San Bernardino County Department of Community Development and Housing, whose collaboration has helped shape the City's direction.

BACKGROUND
of the City of Fontana and homelessness

Founded in 1913, Fontana is the second-largest city in San Bernardino County and the 19th largest in California. Initially an agricultural community, Fontana transformed into a thriving industrial town by 1942, largely due to Henry J. Kaiser's steel mill operations established during World War II on the town's outskirts. Kaiser Steel remained a significant source of employment and revenue until its closure in 1984. Today, Fontana is home to Kaiser Permanente's largest facility in California, making it the City's number one employer.

Incorporated in 1952, Fontana and its sphere of influence cover over 52 square miles with a population of approximately 225,000. Today, Fontana boasts a low crime rate, affordable housing, diversity, and a below-average unemployment rate, making it one of California's fastest-growing cities and a trendsetter in San Bernardino County.

The issue of homelessness has not gone unaddressed in the City of Fontana. For the past 15 years, Fontana has worked–with federal and state resources to address homelessness, focusing in areas of homeless prevention and rapid rehousing. The primary source of funding came from U.S Department of Housing and Urban Development (HUD) in the form of the Emergency Solutions Grant (ESG) program.



Additionally, the City of Fontana has funded the Community Assistance Program (Fontana CAP) since the early 2000s. Fontana CAP offers Fontana residents no-cost or low-cost community services through the Community Assistance Program (CAP). Fontana CAP is able to provide direct services for Fontana residents as well as guest referrals through a unique relationship with the City of Fontana and Citylink.



Partnerships

Addressing homelessness requires more than City resources alone – it takes **strong, trusted partnership** rooted in shared purpose. The City of Fontana is proud to collaborate with **Citylink, The Rivers Edge Ranch and Symba Center** who are committed to providing housing, support services, and pathways to stability for individuals and families in need.

Together, these organizations bring frontline expertise in case management, outreach, and housing navigation, which work alongside city staff to connect residents to critical resources that include emergency shelter, case management, rental assistance, homeless prevention, and substance abuse resources.

OPERATION 1

NETWORK ENHANCEMENTS
Build a cohesive network to improve coordination and communication among service providers and community leaders to foster collaboration for effective assistance. Improve coordination efforts with current service providers for successful client services. Invite additional community leaders to the advisory council for key input. Synchronize the service collaboration within community partners to reduce "double-dipping".

OPERATION 1.1

MAYORS COUNCIL ON HOMELESSNESS

PURPOSE:
The enhancement of the Mayor's Advisory Council on Homelessness will bring together key community leaders and experts to develop and implement additional specific strategies to resolve homelessness in Fontana. This Advisory Council will serve as a central hub for coordinating efforts, fostering collaboration, and ensuring that resources are effectively utilized to support those in need.

STRATEGIES:

- Bring together city departments, nonprofits, law enforcement, faith based, community stakeholders, and local health care agencies to enhance the council and contribute to resolving homelessness in the City of Fontana.

- The Mayors Advisory Council on homelessness will quarterly review homelessness trends, gaps, and service data. As well as align efforts with regional, state, and federal strategies.

OPERATION 1.2

RESOURCES OPTIMIZATION

PURPOSE:
Establish clear and direct connections between those experiencing homelessness and the resources they require by updating Fontana's website to include current information, contact details, and program specifics for each available resource. Provide opportunities for the community to learn about homelessness, current resources, and ways to participate in support efforts.

STRATEGIES:

- Audit existing resources and update the City's homeless solutions site with current information and contact details.

- Launch the Community Outreach Resources and Education *(CORE)* public awareness campaigns to educate the community about homelessness and available resources.

OPERATION 1.3

OUTREACH

PURPOSE:
By strengthening an integrated homeless provider network, it will result in a improved coordination and communication among community partners. Leading to a more effective and timely assistance for individuals experiencing homelessness.

STRATEGIES:

- Train outreach teams on housing-oriented efforts, motivational interviewing, and trauma-informed care.

- Identify and establish partnerships with relevant organizations currently working to serve the homeless community.

OUTCOME

THE STREAMLINED

processes will reduce barriers to access, ensuring that a greater number of individuals receive the required support. This enhanced network will foster a collaborative environment, enabling better resource allocation and a unified approach to addressing homelessness, ultimately leading to a significant reduction in homelessness within the City of Fontana.

ONGOING:

• Host quarterly meetings, or as frequently as required to fulfill the mission of the Advisory Council.

• Continuously update the website and engage in community events.

• Coordinate with city staff, and third party organizations for consistent resource, case management, and conduct regular evaluations to enhance outreach effectiveness.



OPERATION 2

FOUNDATIONAL SUPPORT SERVICES

Implement a comprehensive strategy to ensure individuals affected by homelessness in Fontana receive immediate and efficient assistance.

OPERATION 2.1

FONTANA CENTERED SERVICES

PURPOSE:
Expand resources and services in Fontana by developing regional partnerships and improving communication to ensure uniform care for all. Enhance outreach efforts to contact and assist the entire homeless population with a collaborative approach for efficient case management, especially for those dealing with substance abuse, mental illness, and affordability challenges. These services are designed to support individuals who are wanting the help and are ready to engage in services that can assist them work towards stability and long-term success.

STRATEGIES:

- Expand services by increasing partnerships with other service providers throughout the region.
- Collect homeless and/or transient related data from departments and partners (transient camps cleaned up, number of homeless-related emergency calls) to set a benchmark and track success of plan efforts.
- Identify and partner with a post-housing case management service provider to help individuals sustain permanent housing.

OPERATION 2.2

WRAP-AROUND SERVICES

PURPOSE:
Implement a comprehensive strategy for a coordinated and client-centered referral system that connects individuals to appropriate services efficiently.

STRATEGIES:

- Establish a central access point where individuals can be assessed to determine their needs and appropriate level of care
- Map out support service locations for housing, health care, mental health, substance abuse etc.
- Develop clear referral protocols and point of contacts for each service provider.
- Establish cross-agency coordination with regular case conferencing, Coordinated Entry System (CES) and shared communication between City departments, non-profits, and law enforcement to help track progress and prevent gaps in service.

OPERATION 2.3

COMMUNITY STABILIZATION

PURPOSE:
Coordinate resources to assist household at imminent risk of homelessness by scaling prevention and diversion programs. Provide case management for at-risk individuals and families, and secure funding for permanent supportive housing and emergency housing units for low-and extremely low-income residents in Fontana.

Cont.

OPERATION 2.3 CONT.

STRATEGIES:

- Identify households at imminent risk of homelessness and scale prevention programs.

- Secure funding for permanent supportive housing and emergency housing units.

- Provide continuous case management for at-risk individuals and families, while monitoring and adjusting strategies as needed.

OUTCOME

THE IMPLEMENTATION

of Foundational Support Services will significantly improve access to immediate resources and housing alternatives, helping to make homelessness in Fontana difficult to experience and easier to exit. By expanding wraparound services and strengthening communication, we will ensure consistent, comprehensive care across the system. Community stabilization initiatives will help prevent homelessness among at-risk households, while increased funding will support the expansion of permanent supportive housing emergency shelter options.

ONGOING:

- *Host monthly homeless coordination meetings with partners and city departments.*

- *Use HMIS and partner data to identify gaps and adjust services.*

- *Pursue diverse funding sources.*

- *Explore long-term funding for permanent supportive housing and wraparound services.*



OPERATION 3

HOUSING CAPACITY & STABILITY

Implement and expand rapid re-housing and homelessness prevention programs to stabilize individuals and families experiencing or at risk of homelessness. Prioritize coordinated case management and focus support on Fontana households, particularly families with deep community ties. Pursue and secure funding for the acquisition, development, construction, or leasing of critical facilities—including emergency shelters, centralized homeless service hubs, transitional and permanent supportive housing.

OPERATION 3.1

HOUSING CAPACITY

PURPOSE:

Identifies gap in the housing system and forecasts future needs to ensure adequate resources are planned and allocated. It is important to build a more responsive and sustainable local housing system to reduce and prevent homelessness.

STRATEGIES:

- The City of Fontana will explore a wide range of public and private funding opportunities to support the potential acquisition, development, construction or leasing of homeless facilities.
- Monitor and respond to emerging funding opportunities and policy changes.
- Conduct needs assessments and feasibility studies to guide priorities.

OPERATION 3.2

HOUSING STABILITY

PURPOSE:

Helps build a more sustainable and person-centered system that promotes lasting stability, especially for vulnerable households. It also guides how resources and programs are aligned to support people beyond just temporary shelter.

STRATEGIES:

- Collaborate with service providers to increase access to rapid rehousing and prevention resources and to streamline referrals.
- Increase landlord engagement: Engage with perspective landlords to expand the number of available units for rapid re-housing clients.
- Monitor services utilization, housing placements and on-going needs – allowing for timely adjustments an resource allocations.

SECURING

permanent housing is a critical first step – but lasting success requires ongoing support. Reduce the returns to homelessness, improvements to service coordination, and strengthens landlord partnerships that contribute to long term housing sustainability.

ONGOING:

- *Track program performance metrics (Average time to housing, Return to homelessness rates)*
- *Monitor progress across housing and service systems.*

QUICK FACTS



In Fontana, 91 individuals identified the City of Fontana as the city of origin when initially becoming homeless. Highlighting the impact of local factors such as housing costs, and lack of preventative resources.

As of 2025, the total number of sheltered and unsheltered adults and children in Fontana 2025 is 364, with 271 being unsheltered.

Compared to 2024, homelessness increased by 63 individuals—52 sheltered and 11 unsheltered—indicating that while shelter capacity may be improving slightly, overall homelessness is still rising

36 people were in emergency shelters and 57 in transitional housing, underscoring the urgent need to expand low-barrier shelter options and permanent housing solutions.

2025 Point-In-Time Count Data

The 2025 Point-in-Time (PIT) Count—an annual snapshot of individuals experiencing homelessness on any single night—identified the City of Fontana as having the third-highest number of people experiencing homelessness in San Bernardino County.

Demographic Information	n=130	
	Number	Percent
Age:		
18-24	0	0.0%
25-34	1	16.7%
35-44	0	0.0%
45-54	1	16.7%
55-64	2	33.3%
65+	2	33.3%
*(*slight variance due to rounding to the nearest whole integer)* **Total:**	6	100%*
Chronic Health Condition That is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	20	13.5%
Chronically Homeless	55	37.2%
Developmental Homeless	10	6.8%
Foster Care (ever been)	24	16.2%
Gender:		
Woman (Girl if child)	39	26.4%
Man (Boy if child)	108	73.0%
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0%
Transgender	0	0.0%
Non-Binary	1	0.7%
Questioning	0	0.0%
Different Identity	0	0.0%
More Than One Gender	0	0.0%
Unknown	0	0.0%
Total:	148	100%
Homeless for First Time During Past 12 Months	71	48.0%
HIV/AIDS	2	1.4%
Incarcerated During the Last 12 Months	35	23.6%

The enumeration identified 130 individuals; however, this figure reflects only those surveyed during the count period and should not be interpreted as a comprehensive measure of the total population experiencing homelessness.

2025 Point-In-Time Count Data

Demographic Information			
		Number	Percent
Income:			
No Monthly Income		73	49.3%
$1-$250		19	12.8%
$251-$5000		18	12.2%
$501-$1,000		14	9.5%
More Than $1,000		21	14.2%
Unknown		3	2.0%
*(*slight variance due to rounding to the nearest whole integer)*	**Total:**	148	100%
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently		27	18.2%
Physical Disability That Seriously Limits Ability to Live Independently		27	16.2%
Race:			
American Indian, Alaska Native, or Indigenous		5	3.4%
Asian or Asian American		4	2.7%
Black, African American, or African		27	18.2%
Hispanic/Latina/e/o		78	52.7%
Middle Eastern or North African		0	0.0%
Native Hawaiian or Pacific Islander		1	0.7%
White		28	18.9%
Multiple Races		2	1.4%
Unknown		3	2.0%
*(*slight variance due to rounding to the nearest whole integer)*	**Total:**	148	100%
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently		26	17.6%
Veteran Status		15	10.1%
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)		27	18.2%

FONTANA POLICE DEPARTMENT & HOMELESS OUTREACH SUPPORT TEAM FACTS

HOST
HOMELESS OUTREACH SUPPORT TEAM

Launched in January 2021, the Homeless Outreach Support Team (HOST) is a collaborative effort between the Fontana Police Department, San Bernardino County Probation, and the Department of Behavioral Health. The team is made up of a police officer, a probation officer, and a social worker, working together to provide direct outreach to individuals experiencing homelessness. Beyond enforcement, HOST focuses on building trust and guiding people toward housing and stability. This includes helping individuals complete housing applications, obtain vital documents, and access mental health services, treatment programs, and public benefits. The team plays a critical role in Fontana's strategy to reduce homelessness through a support-first approach that combines public safety with long-term care and housing solutions.

HOST works in partnership with the Fontana Police Department Multiple Enforcement Team (MET) to address and resolve encampments, while offering support and service connections to those in need. The team conducts regular outreach in parks, business areas, and residential neighborhoods, responding to calls for service and proactively engaging with unsheltered individuals.

2024 Fontana Police Department/HOST/MET Accomplishments	
Calls related to servicing unsheltered	7,856
Interactions with HOST (offering resources)	1,554
Unsheltered individuals who received interim/temporary housing	84
Unsheltered individuals who returned to their origin city/state	63
Unsheltered enrolled in improvement programs	5
Average of new homeless intake every month	25













ACKNOWLEDGEMENTS

The City of Fontana Homeless Solutions Action Plan was developed through a highly collaborative and comprehensive team effort. This plan would not have been possible without the participation of front-line staff who work in Fontana's homeless response system every day.

City of Fontana

Mayor Acquanetta Warren
City Manager Matt Ballantyne
Deputy City Manager Philip Burum
Valerie Gonzales, Housing Development Manager
Monique Carter, Communications & Marketing Manager
Johnathan Hernandez, Homeless Services Coordinator

Fontana Police Department Homeless Outreach & Multiple Enforcement Team

Chief of Police Michael Dorsey
Captain James Burton
Lieutenant Tracy Dills
Sergeant Brian McLane
Corporal Valerie Gutierrez
Sergeant Marc Gonzales
Corporal Matthew Rodgers
Officer Christy Tomicic

Supportive Organizations

San Bernardino County Board of Supervisors
San Bernardino County Department of Behavioral Health Department
San Bernardino County Probation Department
San Bernardino County Fire Department
San Bernardino County Community Development and Housing
Water of Life Church
City Link
Quality Management Group
The Rivers Edge Ranch
Symba Center
U.S Department of Housing and Urban Development
Senator Alex Padilla
Representative Pete Aguilar
Representative Norma Torres



Mayor's Advisory Council on Homelessness 2025

SPECIAL THANKS

to the Mayor's Advisory Council on Homelessness

On behalf of the City of Fontana, we would like to extend our deepest gratitude to the Homeless Advisory Council on Homelessness for your valuable contributions to the Homeless Solutions Action Plan. Your insights, lived experience, and dedication have been instrumental in shaping a plan that is both compassionate and effective to resolve homelessness.

Your voices have shaped a plan that reflects our community's real needs and builds the foundation for responsive, sustainable solutions. Thank you for your partnership, advocacy, and ongoing commitment to ending homelessness in our City.

Thank You

FONTANA
CALIFORNIA

POLICE OFFICER
FONTANA POLICE



MAYOR
ACQUANETTA WARREN



MAYOR PRO TEM
PETER A. GARCIA



COUNCIL MEMBER
JOHN B. ROBERTS



COUNCIL MEMBER
JESSE SANDOVAL



COUNCIL MEMBER
PHILLIP W. COTHRAN

City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

909-350-7600
www.fontanaca.gov

SCAN FOR MORE INFO
HOMELESSRESOURCES.FONTANACA.GOV

8353 Sierra Avenue
Fontana, CA 92335

City of Fontana

Action Report

City Council Meeting

File #: 25-0577
Agenda #: O.

Agenda Date: 10/14/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve Second Contract Change Order for Reconstructing Two Curb Ramps located at the Northeast and Southeast Corners for the Construction of Traffic Signal at Duncan Canyon Road/Citrus Avenue, as part of the Reimbursement Agreement with HDO4, LLC

RECOMMENDATION:

1. Approve second contract change order for reconstructing two curb ramps located at the northeast and southeast corners for the construction of traffic signal at Duncan Canyon Road/Citrus Avenue, as part of the Reimbursement Agreement with HDO4, LLC.
2. Approve appropriation and allocate the amount of $3,901.14 from Fund 604 - Measure T.

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.

DISCUSSION:
The developer, HDO4, LLC, proposed the construction of two traffic signals, one at the intersection of Duncan Canyon Road and John Previti Avenue and another at the intersection of Duncan Canyon Road and Citrus Avenue, to improve circulation and enhance public safety and subsequently requested a reimbursement agreement. On April 8, 2025, the City Council approved the reimbursement agreement with HDO4, LLC for the construction of the two traffic signals.

Since the execution of the agreement, the developer submitted the first contract change order for the Duncan Canyon Road and Citrus Avenue intersection in the amount of $55,463.94 on August 12, 2025. The first change order was requested due to the inability of the contractor to install conduit by directional boring due to rocky soil conditions for certain portions of the intersection and included costs associated with installing the conduit by trenching and the paving required as part of the trench repair. Per the approved reimbursement agreement, the first change order amount was within the ten percent (10%) contingency approved as part of the project cost for the Duncan Canyon Road and Citrus Avenue intersection, and the City Manager possessed the authority to approve the change order.

On August 26, 2025, the developer submitted a second contract change order request for the reconstruction of two existing curb ramps located at the northeast and southeast corners of Duncan Canyon Road and Citrus Avenue. The developer asserted that reconstruction of the curb ramps was

not within the original scope of the traffic signal construction. The requested amount is $33,269.20, which exceeds the remaining contingency balance of $29,366.06, resulting in an excess of $3,901.14 over the approved reimbursement cap. Pursuant to the reimbursement agreement, the City Manager does not have the authority to approve amounts exceeding the ten percent (10%) contingency, and City Council approval is required for such expenditures.

FISCAL IMPACT:
The cost associated with the approval of this item is $3,901.14 and will be funded with Measure T (Fund 604) funds. Funds are included in the FY2025-26 Operating Budget and available in account 60437000. Any necessary budget adjustments will be included in the next Quarterly Budget Report.

MOTION:
Approve staff recommendation.

MUROW DEVELOPMENT CONSULTANTS A CREDE COMPANY

CHANGE ORDER NO. 2

EXHIBIT C

Improvement: Duncan Canyon & Citrus Avenue Traffic Signal Improvements

		Hard Costs				Soft Costs				
	Total	Change Order	Construction	Contingency (10%)	Excess of Contingency (10%)	Engineering, Surveying	City Inspection, Permit Fees	SCE Fees	Bonds (2%)	Administrative Overhead (15%)
Original Reimbursable Contract….	1,167,381.00	-	848,303.00	84,830.00	-	72,700.00	-	2,914.00	18,663.00	139,970.00
Change Order No. 01….	-	55,463.94	-	29,366.06	-	-	-	-	-	-
Change Order No. 01 Cost After Contingency Applied….	-	-	848,303.00	-	-	72,700.00	-	2,914.00	18,663.00	139,970.00
Change Order No. 02….	-	33,267.20	-	-	-	-	-	-	-	-
Change Order No. 02 Cost After Contingency Applied….	-	-	848,303.00	-	3,901.14	72,700.00	-	2,914.00	18,663.00	139,970.00
Updated Reimbursable Contract (if Approved)….	**1,167,381.00**	-	-	-	**3,901.14**	-	-	-	-	-

MUROW DEVELOPMENT CONSULTANTS A CREDE COMPANY

CHANGE ORDER NO. 2

Jurisdiction: City of Fontana

Change Order Form for Construction Contracts Under a Reimbursement Agreement.

PART I.

Project: **Duncan Canyon & Citrus Avenue Improvements**

Change Order Date: 10/06/25

Agreement Type: Cash

Agreement Date: 04/14/25

Discrete Component: Traffic Signal

Contractor: **Elecnor Belco Electric, Inc.**
14320 Albers Way
Chino, CA 91710

Telephone: 909.993.5470

Developer: **The Previti Group**
2151 E. Convention Center Way, Ste. 114
Ontario, CA 91764

Telephone: 909.354.8000

PART II.

Plan Revision Required: ☐ Yes ☑ No

Field Change Required: ☐ Yes ☑ No

Description of Work:

GT General Inc. has provided a Change Order Request to remove and replace the curb ramps for the Duncan Canyon & Citrus Avenue Traffic Signal.

GT General's proposal includes total costs of $33,267.20. This additional work is the result of the revised drawings approved by the City of Fontana for the northeast and southeast corner curb ramps. GT General's scope includes removing and replacing the curb ramps and constructing new curb ramps per the City of Fontana's Standard 1003.

GT General to call for City Inspector at least 24 hours in advance to monitor all work associated with Change Order. GT General will provide material receipts, equipment charges, and timesheets on a daily basis to the City Inspector.

Breakdown of Change Order:

Item	Description	Qty	Unit Measure	Unit Cost	Total	Eligible for Reimbursement Cash	--
1.	Remove & Replace Curb Ramp	2.0	EA	16,633.60	33,267.20	33,267.20	-
				TOTAL:	**33,267.20**	**33,267.20**	**-**

PART III.

Acknowledge by: _____
Developer (The Previti Group) Date

Acknowledge by: _____
Contractor (Belco) Date

Acknowledge by: _____
Agency (City of Fontana) Date

Proposal: 25-079A

Date: 9/10/2025

Customer: **The Previti Group**
Address: 2151 E. Convention Center Way, Suite 114
City: Ontario, CA 91764
Attn: MStorino@ThePrevitiGroup.com

Project Name: Duncan Canyon South - Subgrade Grading.
Project address: Duncan Caanyon Rd & Citrus Ave.
City: Fontana, CA

Thank you for the opportunity to bid on this project. GT General proposes to perform the following scope of work based on quantities Scale measured on FOUSCO Engineering NOT Dated.

Scope of Work: Provide and place, labor and material to complete the following:

Item No.	Item Description	Bid Qty	U/M	Unit Price	Item Total
PREVAILING WAGE					
01-01	Remove & Replace Curb Ramp Per City Of Fontana Standard 1003.	2.00	EA	$ 16,633.60	$ 33,267.20

33,267.20

CONDITIONS

GENERAL CONDITIONS

1. Job is bid Prevailing wage for labor, ready mix company, & other suppliers.
2. Job is Based on Grade Ready.
3. Cost to apply water is included, water to be supplied by others.
4. Work to be done during normal business hours Monday-Friday 7 am – 3:30 pm
5. Job is base on THREE (3) mobilization. (1) Demo, (2) Concrete, (1) Asphalt Slot Patch. Additional move's will be $2,500 each.
6. Contract must include all items listed on proposal. If individual line items are wanted and others not wanted,
7. Bonding is **NOT** included.
8. Prices are good through 08/30/25 and subject to change after expiration date due material costs.
9. GT will not and cannot be held responsible for scheduling conflicts and/or as a result of material and trucking shortages, and/or as a result of raw material unavailability, including but not limited to the unavailability of power.
10. Quantities used are approximate and subject to physical measurement on site. Corrections, if necessary, will be made using the unit price.
11. This proposal includes all labor and material to complete as listed above. This proposal excludes plans, permits & Deputy inspector.
12. Traffic Control NOT included In any item Unless Otherwise Noted or Priced.
13. Price Excludes Trench Plates, Light towers, CMS Boards, and Traffic Control Plan.
14. All Dirt spoils will be hauled and left onsite. Processing and moister by others.
15. All Landscape Irrigation will be Lowered, Moved, Cut, Capped And restored By others.
16. GT General is not responsible for Damage to underground utilities not shown on blue prints, details, not marked on or off site, not buried at appropriate depths or found to be buried in or directly beneath the concrete or asphalt being removed. GT will not be responisble damages or repairs to confliting utilities.
17. GT General Bills on a Net 30 Basis Unless Noted Different in Contract. A 1.5% Fee Will Be added per Month to any Late Progress Payment and/or Invoice.

CONCRETE CONDITIONS

1. Grade will be compacted to a relative 95% compaction only if existing soil conditions are feasible. Any deemed wet/saturated areas determined by inspector/testing areas will be stabilized by others or on T&M.
2. Surveyor to set line and grade stakes and locations for curb and gutter, ramps and driveways, limits, etc. Surveyor provided by others.
3. All concrete work is to have access to be provided and maintained by Contractor.
4. Concrete & Finishes: 3250 Max PSI [Yes], Accelerators [No], High Early [No], Natrual Grey [Yes], Color [No]. Broom Finish [Yes], Exposed Aggregate [No], Stamped [No], Textured [No], Sawcut [No].
5. Concrete washout and washout haul off done by others.
6. Following Equipment and Services Includes: Tailgate Pour [Yes], Trailer Pump [No], Boom Pump [No], Roller Screed [No], Pressure Washing Pre Or Post [No],
7. Adjusting and supplying of utility box's, water valves, man holes, etc. in PCC is not included.
8. Excludes any landscape and irrigation repair, underground utility repair, caulking, joint seal, weed kill, concrete additives, reinforcing steel UNO, AC slot patch and repairs UNO.
9. Backfilling and grading after concrete to be done by others.
10. Storm drain structures, catch basin, local depressions, etc. to be done by others.

11. Concrete cracking are to be anticipated in post concrete finishing, GT is not liable for cracking during its natrual curing frame of 28 days
12. GC or Prime Contractor is to protect Concrete from damages after concrete finish.

PAVING CONDITIONS

1. Grade will be compacted to a relative 95% compaction only if existing soil conditions are feasible. Any deemed wet/saturated areas determined by inspector/testing areas will be stabilized by others or on T&M.
2. Adjusting and supplying of utility box's, water valves, man holes, etc. in AC is not included.
3. Excludes any Landscape and Irrigation Repair, Underground Utility repair, Caulking, Joint seal, Prime Coat, Redwood Header, Weed kill, Underground removals, Patch back at new curbs, gutters, ramps or driveways, reinforcing steel Unless Otherwise Noted(UON).
4. Backfilling and grading after asphalt patch/paving to be done by others.
5. Due to the Volatility of asphalted oil from asphalt concrete suppliers, the asphalt concrete used in this bid is subject to price adjustments, every 30 days, adjusted for the current price of a barrel of oil.
6. Asphalt is to be installed in ONE (1) course.
7. Tack is to be applied on vertical edges only.
8. Notification and/or posting of signs in preparation for street work to be done by others.
9. GT General is not responsible Pavement sinking or settling resulting from failure or settling of sub-grade from water erosion, improper compaction or other causes beyond control of scope of work.
10. Reflective cracking or water drainage problems from any new asphalt patching overlays due to preexisting pavement conditions, including but not limited to poor or unstable base conditions improper grades, or underlying water problem, etc.
11. GT General not responsible for Damage to cars, concrete, shoes, clothes, carports, or any other items as a result of getting onto the asphalt prematurely.
12. GT General cannot be held liable for unforeseeable conditions and additional labor, material, equipment, disposal charges, etc. will be applied if, and not limited to: Asphalt fabric of any kind is found in the existing asphalt during the grinding or demolition of said pavement. When removing and replacing existing asphalt it is discovered that thickness is more than stated in the body of the contract. Standing time or
13. Striping is not Included in Asphalt Item.
14. GT General is not responsible for Damage to underground utilities not shown on blue prints, details, not marked on job site, not buried at appropriate depths or found to be buried in or directly beneath the concrete or asphalt being removed.
15 GT General is not liable for Drainage of existing and/or designed pavement or existing with fall of less than 2% and less than 1% of fall for concrete.

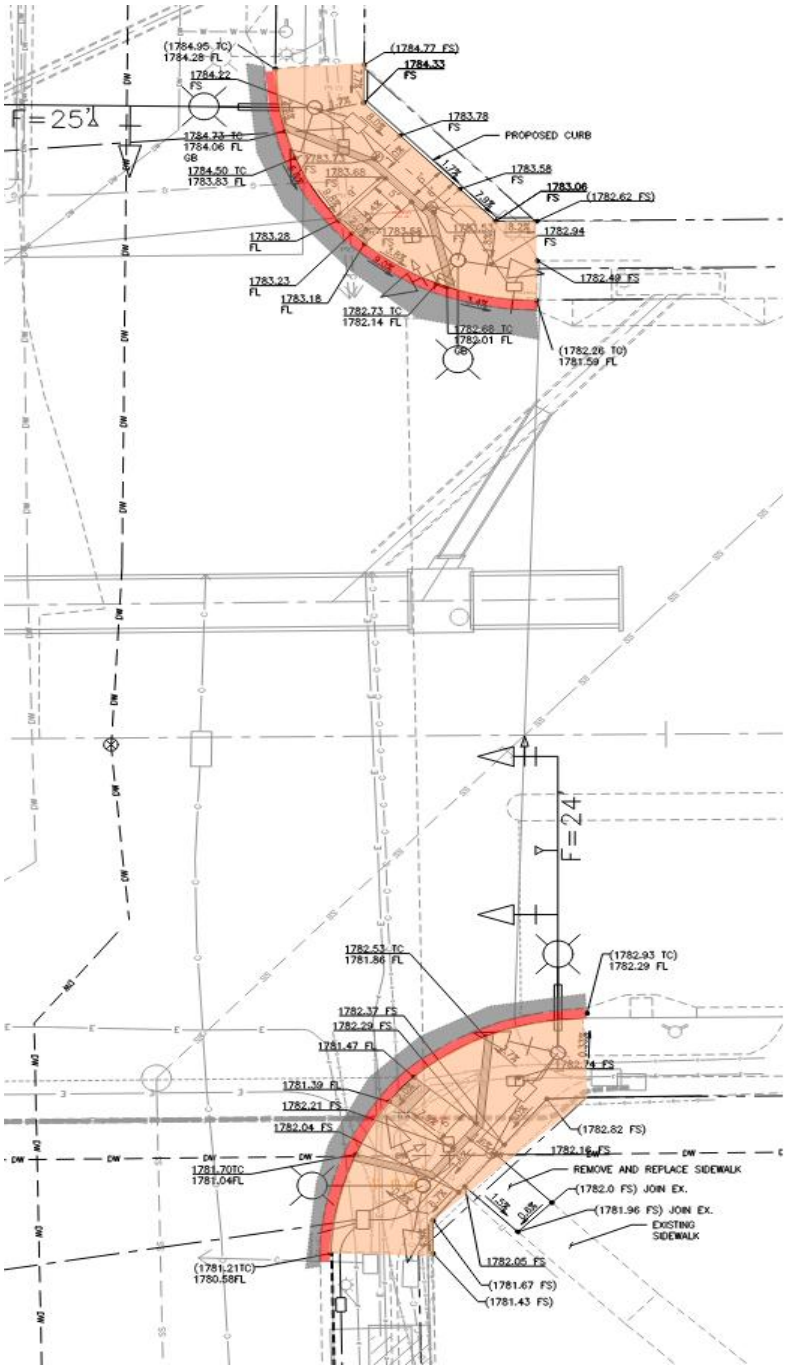
GT General is fully licensed, bonded and insured.
If this proposal is acceptable and returned signed, a contract shall be signed by both parties and attached to the contract.

Authorized Customer/Agency Signature **Date**

Authorized Customer/Agency Name Printed

GT Authorized Signature **Date**

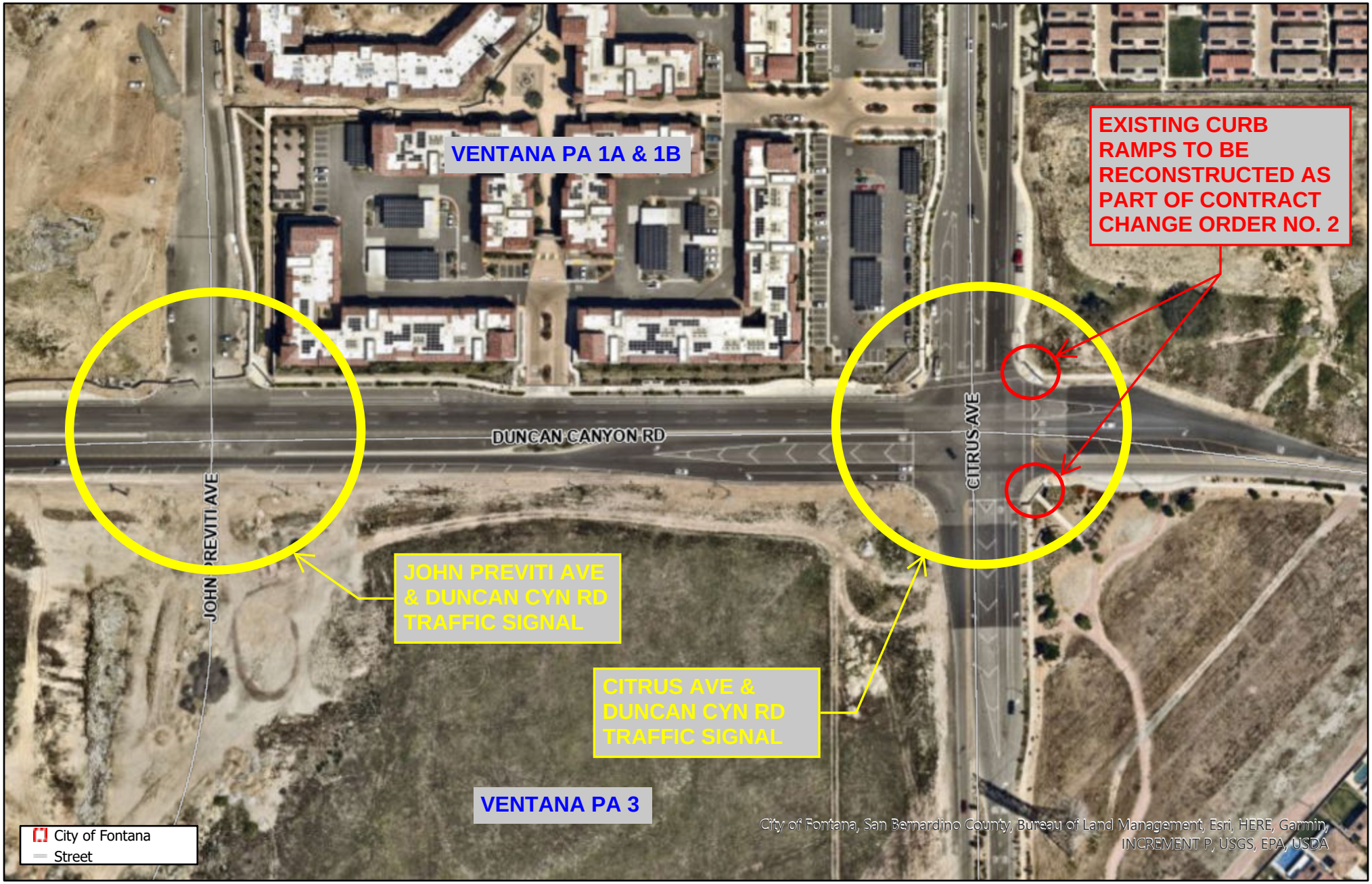
GT Authorized Name Printed



VENTANA

DUNCAN CANYON RD &
CITRUS AVENUE
RAMP DESIGN EXHIBIT

Ventana Traffic Signal Exhibit



FONTANA CALIFORNIA

0 0.02 0.04 mi

Scale 1 : 2,257

N W E S

10/2/2025

City of Fontana

This information provided "as is" without wa

File #: 25-0585
Agenda #: P.

Agenda Date: 10/14/2025
Category: Consent Calendar

FROM:
Development Services

SUBJECT:
Purchase and Sale Agreement-16641 & 16643 Orange Way

RECOMMENDATION:
1. Approve a Purchase & Sale Agreement for the purchase of buildings and associated land located at 16641 & 16643 Orange Fontana, CA 92335 specifically described as APN 0191-251-21 & 0191-251-06 in the amount of $7,500,000 plus escrow costs and related acquisition fees.

2. Authorize the purchase of that certain Real Property with APN 0191-251-21 & 0191-251-06 comprised of approximately 34,000 sq. ft. on two parcels of land totaling approx. 67,691 sq. ft (“Property”) from Landexcorp, LLC, A California Limited Liability Company.

3. Authorize the City Manager to enter into the Purchase and Sale Agreement and/or any other documents necessary or appropriate to facilitate said purchase on behalf of the City of Fontana.

COUNCIL GOALS:
- Promote economic development by pursuing business attraction, retention, and expansion.
- Practice sound fiscal management by living within our means while investing in the future.
- 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.

DISCUSSION:
The City of Fontana continues to experience significant population growth and is now the most populous city in San Bernardino County. This growth has led to a corresponding increase in public infrastructure and demands on public services. To illustrate the scale of current maintenance responsibilities, Public Works staff currently manage over 220 traffic signals, 52 public parks, 470 miles of sewer lines, 640 centerline miles of roadway, and more than 28 public buildings-including the recently completed downtown parking structure.

The existing Public Works Yard, located at 16489 Orange Way, consists of two office buildings and service bays supporting multiple divisions: Utilities and Streets, Parks and Landscape, Fleet and Facilities, Inspection, Traffic Operations, and Environmental Compliance. In addition, Public Works operates an adjacent outdoor lot for employee and departmental equipment parking, an equipment

storage yard, and the Fontana Household Hazardous Waste Facility at 16454 Orange Way.

In response to the increasing scope of City infrastructure and rising service demands along with new state and federal regulatory requirements, the City has added staffing and equipment in recent years. As a result, staff is facing growing challenges with onsite parking and constrained workspaces. The Yard is inadequate for the service demands being placed on it, already operating beyond its intended capacity, lacking room to accommodate further growth or additional demands for facilities based on state regulations.

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 $7,500,000.
- The City of Fontana and Seller, Landexcorp, 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.

Approval of the Purchase Agreement and acquisition of the subject property is a crucial step in the City's efforts to expand Public Works facilities.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is estimated to be $11,000,000 (including escrow costs, acquisition fees, and tenant improvements). The necessary budget adjustments will be included in the FY 25-26 First Quarter Budget Report in Fund 632.

MOTION:
Approve staff recommendation.

Docusign Envelope ID: 0A22AEC4-BD64-4AC5-99A3-A58A8D2D81A4

AIRCRE contracts

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

(Non-Residential)

Dated: July 16th, 2025

1. Buyer.

1.1 City of Fontana, a municipal corporation, ("**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~~ Five (5) days or sooner after the waiver or satisfaction of the Buyer's Contingencies, ("**Expected Closing Date**") to be held by First American Title & Escrow - Sheri Keene ("**Escrow Holder**") whose address is 4380 La Jolla Village Drive Suite 200 - San Diego, CA 92122, 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) a multi-tenant comemrcial property totalling approx. +/-34,000 sq. ft. on two parcels of land totalling approx. +/-67,691 sq. ft. is located in the County of San Bernardino, is commonly known as (street address, city, state, zip) 16641 & 16643 Orange Way - Fontana, CA 92335 and is legally described as: to be determined in escrow by First American Title (APN: 0191-251-21-0000 & 0191-251-06-0000).

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 - Ceecee Curtis & Ruben Castro ("**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 N/A (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 NONE 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 $7,500,000, 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): $7,500,000

~~(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: $7,500,000

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 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 ***** 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. 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~~

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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 to be provided directly to escrow if desired. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

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.

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 Allied Commercial Real Estate, Inc. License No. 01519318 is the broker of (check one): ☐ the Seller; or ☑ both the Buyer and Seller (dual agent).

Seller's Agent Tony M. Guglielmo & Steven D. Roppel License No. 01301532/01151111 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 Allied Commercial Real Estate Inc. License No. 01519318 is the broker of (check one): ☐ the Buyer; or ☑ both the Buyer and Seller (dual agent).

Buyer's Agent Tony M. Guglielmo & Steven D. Roppel License No. 01301532 & 01151111 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.)

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Initial BMR RS MMR INITIALS

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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 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. **IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT**. Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(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 Ninety (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~~ Ninety (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 physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report*. Buyer has ~~30 or~~ Ninety (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~~ Ninety (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~~ Ninety (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 Ninety (90) days from the date of agreement ~~10 days from the 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~~ Ninety (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~~ Ninety (90) days from the Date of Agreement ~~receipt of said Existing Leases and Estoppel Certificates~~ 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 10 days from the 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 ~~-~~ Ninety (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~~ Ninety (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

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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 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 All of the contingencies specified in subparagraphs (a) through (m) of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as "**Buyer's Contingencies**."

9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("**Disapproved Item**"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("**Seller's Election**"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this Agreement. The above time periods only apply once for each Disapproved Item. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

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.

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

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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 to Buyer 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 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.

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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, CA on the date of Friday August 1st, 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. 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.

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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 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.

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Buyer's Initials

Initial BMRHLSLMMR
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

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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 licenses, 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 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 26.1. (If there are no additional provisions write "NONE".)

26.1: Incorporated into the agreement is the attached ADDENDUM TO THE AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE which includes modifications to paragraph's 9.1(h), 11.1 & 12.1(c).

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.

Date: 7/30/2025

BROKER

Allied Commercial Real Estate Inc.

Attn: Tony M. Guglielmo & Steven D. Roppel
Title: Broker/Owner & Senior VP

Address: 9327 Fairway View Place, Suite 300
Rancho Cucamonga, CA 91730
Phone: 909-786-4300
Fax: 909-786-4301
Email: tony@alliedcre.com & sroppel@gmail.com
Federal ID No.: _____
Broker DRE License #: 01519318
Agent DRE License #: 01301532 & 01151111

BUYER

City of Fontana, a municipal corporation

Signed by:
By: _____
Name Printed: 52857152E3C451... C. Ballantyne
Title: City Manager
Phone: _____
Fax: _____
Email: _____

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

Address: 8353 Sierra Avenue
Fontana, CA 92335
Federal ID No.: to be provided directly to escrow if desired

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 Four

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(4%) % 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: 7/30/2025

BROKER

Allied Commercial Real Estate, Inc.

Attn: Tony M. Guglielmo & Steven D. Roppel
Title: Broker/Owner & Senior VP

Address: 9327 Fairway View Place, Suite 300 Rancho Cucamonga, CA 91730
Phone: 909-786-4300
Fax: 909-786-430
Email: tony@alliedcre.com & sroppel@gmail.com
Federal ID No.: _____
Broker DRE License #: 01519318
Agent's DRE License #: 01301532/01151111

SELLER

Landexcorp, LLC, A California Limited Liability Company

Signed by:
By: Steven Landis
95D7A6F9504643D...
Name Printed: Steven Landis
Title: Managing Member
Phone: 951-231-7206
Fax: _____
Email: steve@landexcorp.com

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

Address: 5625 Land View Ct, Alta Loma, CA 91737
Federal ID No.: _____

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AIRCRE contracts

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

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 a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill 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 that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's 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:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill 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 that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, 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.

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 the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual 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 the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your 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. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers 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.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☑ Buyer ☐ Seller ☐ Lessor ☐ Lessee Signed by: Matthew C. Ballantyne Date: 7/30/2025
58295715E301451...

☐ Buyer ☐ Seller ☐ Lessor ☐ Lessee _____ Date: _____

Agent: Allied Commercial Real Estate, Inc. DRE Lic. #: 01519318
Real Estate Broker (Firm)

By: DocuSigned by: Tony M Guglielmo DocuSigned by: Steven D. Roppel DRE Lic. #: 01301532/01151111 Date: 7/30/2025
(Salesperson or Broker-Associate) B283B6100FAE42D...
Tony M Guglielmo Steven D. Roppel

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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ADDENDUM TO THE AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

THIS ADDENDUM supplements and to the extent of any inconsistency, supersedes the provisions of that certain "AIR Commercial Real Estate Association Standard Offer, Agreement and Escrow Instructions For Purchase of Real Estate" between the undersigned Buyer and Seller dated as of July 16, 2025, as follows:

The AIR Commercial Real Estate Association Standard Offer and Addendum shall be effective as of the date, following all legally required notices and hearings, this Agreement has been approved by Buyer's governing body or its delegated representative and signed by all Parties

9(H) Contingencies to Closing: As a condition precedent to Close of Escrow, and no later than one (1) hour prior to the scheduled closing time, Seller shall deliver to all tenants of the Property written notice of the pending sale to Buyer, in a form reasonably acceptable to Buyer. Seller shall also obtain written confirmation from each tenant of their agreement to enter into a new lease with Buyer, with such new leases to be executed immediately following Close of Escrow. The satisfaction of these requirements shall be a condition to Buyer's obligation to close. Buyer may waive any such condition in writing at its sole discretion.

11.1 Property Taxes and Assessments: Buyer is a public agency and is exempt from payment of real property taxes. Prior to Close of Escrow, Escrow Holder and the Title Company will confirm with San Bernardino County that no escaped assessments or other property tax liabilities of any type affect the Property Interest. In the event any such liabilities do exist, Seller authorizes the satisfaction of such liabilities from funds otherwise payable to Seller at Close of Escrow. Following Close of Escrow, if, notwithstanding the above provisions, Buyer or the Property Interest become subject to any real property tax liability for a period prior to Close of Escrow, Seller will satisfy such obligation to the taxing authority within thirty (30) days following notification of such liability from Buyer or the taxing authority. If Seller defaults in such obligation and Buyer elects to pay any such tax liability, Seller will reimburse such costs to Buyer within thirty (30) days following receipt of a written demand therefor from Buyer, together with interest on such amount from the date of payment by Buyer at the highest legal rate.

12.1(c) Hazardous Materials: To Seller's knowledge, except for that certain Notice of Violation from San Bernardino County Fire Department, dated March 3, 2025 which has been remedied and is no longer an active violation. Seller has not received any written notice of violation issued pursuant to any Environmental Law with respect to the Property or any use or condition thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to AIR Commercial Real Estate Association Standard Offer, Agreement and Escrow Instructions For Purchase of Real Estate deemed effective as of the date first written above.

BUYER:

Signed by:
58295715E301451...

City of Fontana, a California municipal corporation
Matthew C. Ballantyne, City Manager

16498.10022\44003626.1

Docusign Envelope ID: 0A22AEC4-BD64-4AC5-99A3-A58A8D2D81A4

SELLER:

Signed by:
Steven Landis
95D7A5F9504643D...

Landexcorp, LLC, a California limited liability company
Steven Landis, Managing Member

Docusign Envelope ID: 0A22AEC4-BD64-4AC5-99A3-A58A8D2D81A4

EXHIBIT 'A'

Tenant Estoppel

TENANT ESTOPPEL CERTIFICATE

The undersigned, _____ ("Tenant") hereby certifies to CITY OF FONTANA, a California municipal corporation ("City/Landlord"), as follows:

Attached hereto is a true, correct and complete copy of that certain lease dated _____,___2025, as amended, between CITY OF FONTANA a California municipal corporation ("Landlord"), and Tenant (collectively, the "Lease"), the demised premises of which ("Premises") are located at 16641 and 16643 Orange Way, Fontana, County of San Bernardino, as are more particularly described in the Lease.

The Lease (as attached) represents the entire agreement between the parties as to the Premises (including without limitation, all leasehold rights and any purchase option or rights of first refusal of Tenant with respect to the Premises), is now in full force and effect, and has not been further amended, modified or supplemented.

The term of the Lease commenced on _____,____, 2025.

The undersigned currently occupies the Premises.

The current term of the Lease will expire on _____,____,_____.

Tenant has two options to extend the current term for an additional period of (____) years each.

All conditions of the Lease to be performed by Landlord thereunder and necessary to the enforceability of the Lease have been satisfied.

The amount of the base monthly rent is currently $_____.

Tenant is paying the full rental under the Lease, which rental has been paid in full as of the date hereof. No rental under the Lease has been paid for more than thirty (30) days in advance of its due date.

Tenant has no right to any concession (rental or otherwise) or similar compensation in connection with renting the space it occupies, except as provided in the Lease.

To the best of Tenant's knowledge, there are no defaults on the part of Landlord under the Lease, and there are no events currently existing (or with the passage of time, giving of notice or both, which would exist) which give Tenant the right to cancel or terminate the Lease.

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To the best of Tenant's knowledge, Tenant has no defense as to its obligations under the Lease and has no claims, offsets or counterclaims against Landlord.

All provisions of the Lease and the amendments thereto (if any) referred to above are hereby ratified.

Dated: _____, 2025

Tenant:

_____

By: _____

Name: _____

Title: _____

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EXHIBIT "B"

LEASE

File #: 25-0590
Agenda #: Q.

Agenda Date: 10/14/2025
Category: Consent Calendar

FROM:
Administrative Services

SUBJECT:
Resolution of the City Council of the City Of Fontana, California Approving a Second Amendment to the First Amended and Restated Billboard Relocation Agreement Between the City Of Fontana and Lamar Central Outdoor LLC to Update Certain Relocated Sign Locations

RECOMMENDATION:
City Council adopt **Resolution No. 2025-099**, approving the Second Amendment to the First Amended and Restated Billboard Relocation Agreement with Lamar Central Outdoor, LLC, to update the locations for Location 2 and Location 4, and authorizing the City Manager to execute all necessary documents to effectuate this amendment

COUNCIL GOALS:

- Promote economic development by establishing a quick, consistent development process.
- Promote economic development by being business friendly at all levels and striving to constantly improve the city's competitiveness.

DISCUSSION:
At its meeting on June 10, 2025, the Council considered proposed new locations for two digital billboards to be erected by Lamar Central Outdoor. This item memorializes the new locations.

The City of Fontana (“City”) and Lamar Central Outdoor, LLC (“Lamar”) are parties to a long-standing agreement governing, amongst other things, the relocation of billboard signs within the City. The initial agreement, the Billboard Relocation Agreement, was entered into on March 26, 2013. This was subsequently superseded in its entirety by the First Amended and Restated Billboard Relocation Agreement dated September 24, 2013 (the " Restated Agreement"). One of the purposes of the Restated Agreement was to facilitate the permanent removal of certain billboards in exchange for the construction of a limited number of relocated signs at approved locations. The Restated Agreement was previously amended by Resolution No. 2020-121 (the "Agreement").

Lamar has requested a second amendment to the Agreement (the "Amendment") to revise two of the previously approved billboard relocation sites contained in Exhibit B. This Amendment involves a straight substitution of sites only. The Amendment specifically addresses approved Location No. 2 and approved Location No. 4. Location 2 is being revised from its former site at Summit Avenue and Lytle Creek Road to a new location at Cherry Avenue and South Highland Avenue. Location 4 is being revised from its former location at Citrus Avenue, north of the 210 freeway, to a new location at Citrus Avenue and South Highland Avenue.

The new locations, including revised descriptions and depictions, are more specifically set forth in Exhibit B-1 to the Amendment.

CEQA:

Approval of the Amendment only authorizes Lamar to pursue development of the relocated billboards as described herein and does not constitute a lease of real property with respect to the establishment of the relocated billboards or development or building permits of any kind. Therefore, approval of the Amendment does not constitute approval by the City of any development of real property or of other activity that would have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA. (See 14 C.C.R §§ 15060(c); 15378(b)). Further, pursuant to Section 15060(c) of the CEQA Guidelines (i.e., California Code of Regulations, Title 14, Division 6, Chapter 3 §§ 15000-15387), approval of this Resolution is exempt from CEQA because the actions described herein will not result in a direct or reasonable foreseeable indirect physical change in the environment and the actions described herein are not a “Project,” as defined within Section 15378 of the CEQA Guidelines. City Council directs staff to promptly file a Notice of Exemption with respect to the Amendment.

FISCAL IMPACT:
There is no fiscal impact.

MOTION:
Approve staff recommendation

RESOLUTION NO. 2025-099

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, APPROVING A SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED BILLBOARD RELOCATION AGREEMENT BETWEEN THE CITY OF FONTANA AND LAMAR CENTRAL OUTDOOR, LLC TO UPDATE CERTAIN RELOCATED SIGN LOCATIONS

WHEREAS, the City of Fontana ("City") and Lamar Central Outdoor, LLC ("Lamar") entered into that certain Billboard Relocation Agreement dated March 26, 2013, which was subsequently superseded in its entirety by that certain First Amended and Restated Billboard Relocation Agreement dated as of September 24, 2013 , as further amended by that certain Amendment to the First Amended and Restated Billboard Relocation Agreement dated August 11, 2020 ("Agreement"); and

WHEREAS, the Agreement sets forth the locations of certain relocated billboards, as more particularly described in Exhibit B to the Agreement; and

WHEREAS, the City and Lamar now desire to enter into a Second Amendment to the Agreement ("Amendment") to revise the previously approved billboard relocation locations at Summit Avenue and Lytle Creek Road ("Location 2") and Citrus Avenue, north of 210 freeway ("Location 4"), to Cherry Avenue and South Highland Avenue (new Location 2) and to Citrus Avenue and South Highland Avenue (new Location 4) as more specifically set forth in Exhibit B-1, attached hereto and incorporated herein by this reference.

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. CEQA. Approval of the Amendment only authorizes Lamar to pursue development of the relocated billboards as described herein and does not constitute a lease of real property with respect to the establishment of the relocated billboards or development or building permits of any kind. Therefore, approval of the Amendment does not constitute approval by the City of any development of real property or of other activity that would have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA. (See 14 C.C.R §§ 15060(c); 15378(b)). Further, pursuant to Section 15060(c) of the CEQA Guidelines (i.e., California Code of Regulations, Title 14, Division 6, Chapter 3 §§ 15000-15387), approval of this Resolution is exempt from CEQA because the actions described herein will not result in a direct or reasonable foreseeable indirect physical change in the environment and the actions described herein are not a "Project," as defined within Section 15378 of the CEQA Guidelines. City Council directs staff to promptly file a Notice of Exemption with respect to the Amendment.

Section 3. Approvals. The City Council of the City of Fontana ("City Council") approves this Amendment to substitute the descriptions and depictions for Location 2 and Location 4, as described in Exhibit B-1, attached hereto and incorporated herein. Furthermore, City Council authorizes the City Manager to execute all documents necessary to effectuate this Amendment, including the revised Exhibit B-1.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

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.

APPROVED AND ADOPTED this 14th day of October, 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 14th day of October, 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

SECOND AMENDMENT TO

FIRST AMENDED AND RESTATED BILLBOARD RELOCATION AGREEMENT

BETWEEN

THE CITY OF FONTANA,
a California municipal corporation

AND

LAMAR CENTRAL OUTDOOR, LLC
a Delaware limited liability company

Amended: _____ __, 2025

SECOND AMENDMENT TO FIRST AMENDED AND RESTATED BILLBOARD RELOCATION AGREEMENT

THIS SECOND AMENDMENT TO FIRST AMENDED AND RESTATED BILLBOARD RELOCATION AGREEMENT ("Amendment") is entered into as of this ___ day of _____, 2025 (the "Effective Date"), by and between the CITY OF FONTANA, a California municipal corporation, organized and existing under the laws of the State of California ("City"), and LAMAR CENTRAL OUTDOOR, LLC, a Delaware limited liability company ("Lamar" or "Company"). Hereafter City and Company are sometimes referred to as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the City and Lamar entered into that certain Billboard Relocation Agreement dated March 26, 2013, which was subsequently superseded in its entirety by that certain First Amended and Restated Billboard Relocation Agreement dated as of September 24, 2013, and as further amended by that certain Amendment to the First Amended and Restated Billboard Relocation Agreement dated August, 11 2020 ("Agreement"); and

WHEREAS, the Agreement sets forth the locations of certain relocated billboards, which are more particularly described in Exhibit B to the Agreement; and

WHEREAS, the parties now desire to amend the Agreement to substitute the locations for the relocated billboard locations at Summit Avenue and Lytle Creek Road ("Location 2") to Cherry Avenue and South Highland Avenue, and at Citrus Avenue, north of 210 freeway to Citrus Avenue and South Highland Avenue ("Location 4").

NOW, THEREFORE, other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties amend the Agreement as follows:

1. Amendment to Exhibit B. Exhibit B to the Agreement is hereby amended to remove and substitute the locations, descriptions and depictions for Location 2 and Location 4. The amended locations, descriptions and depictions are attached hereto as Exhibit B-1 and incorporated herein by this reference. The remainder of Exhibit B, and the descriptions for all other approved locations, shall remain unchanged and in full force and effect.
2. Effective Date. This Amendment shall become effective on the date of last signature below.
3. Full Force and Effect. Except as expressly modified by this Amendment, all other terms, covenants, conditions, and provisions of the Agreement shall remain in full force and effect.
4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to the First Amendment and Restated Billboard Relocated Agreement to be executed on the date set forth above.

CITY OF FONTANA

ATTEST:

By: _____
City Manager

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

LAMAR CENTRAL OUTDOOR, LLC

By: _____
By: _____
Its: _____

By: _____
By: _____
Its: _____

Exhibit "B-1"

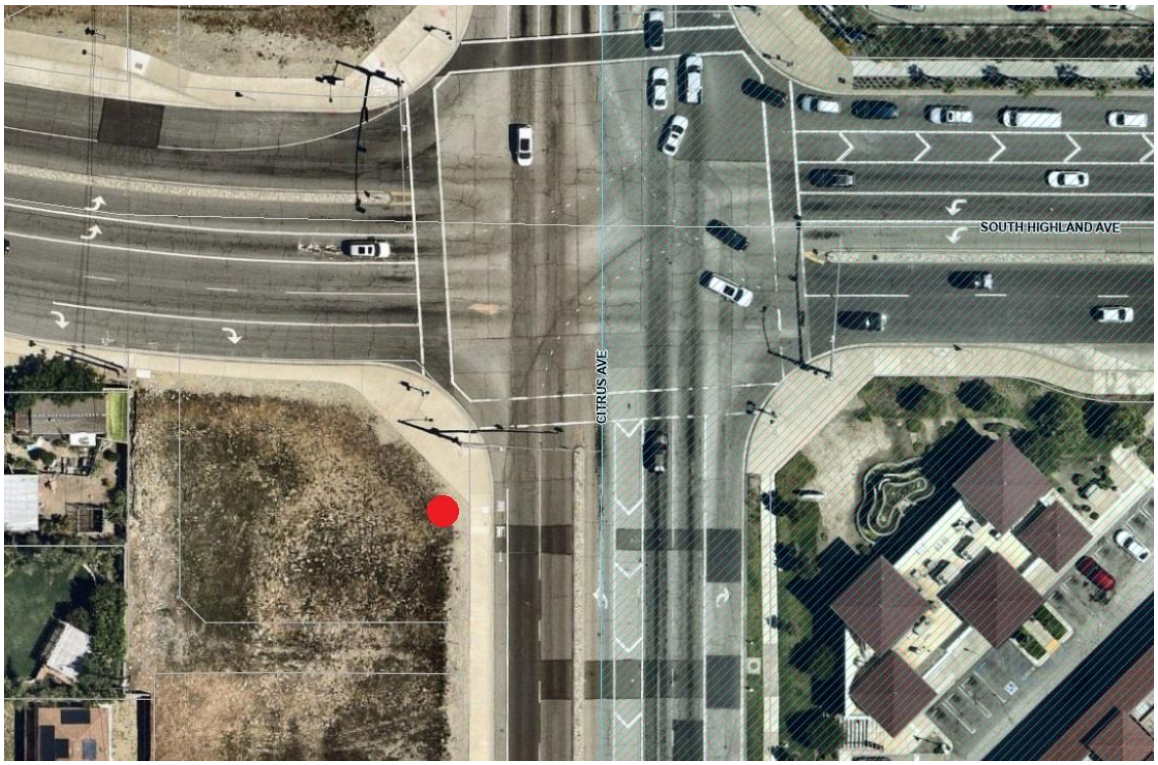
Relocated Billboards: Locations 2 and 4

CITY PROPERTY LOCATIONS:

	Location	Panel Size	# of Panels	Total Sq. Ft	Ownership
2.	Cherry Avenue and South Highland Avenue	10.5'x21'	2	442	City



	Location	Panel Size	# of Panels	Total Sq. Ft	Ownership
4.	Citrus Avenue and South Highland Avenue	10.5’x21’	2	442	City



File #: 25-0441
Agenda #: A.

Agenda Date: 10/14/2025
Category: Public Hearing

FROM:
Planning Department

SUBJECT:
Master Case No. 25-0047 and Municipal Code Amendment No. 25-0008: Fontana Municipal Code amendments to Chapter 30 to modify multiple sections of the Zoning and Development Code, including modifications to the definition of and operating standards for restaurants, allowance for certain temporary buildings during commercial reconstruction or remodeling, development standards for the Multi-Family Medium/High Density Residential (R-4) zone, administrative procedures pertaining to administrative site plan and design review entitlements; modification to Chapter 26 pertaining to time extensions for tentative maps; and modification to Chapter 33 to provide additional delivery standards for cannabis retail storefront businesses, pursuant to a categorical exemption in accordance with CEQA Guidelines Sections 15060(C), 15061(B)(3) and Section 15378.

RECOMMENDATION:
1. Determine that this Ordinance is not a project pursuant to Sections 15060(C), 15061(B)(3) and 15378 of the State of California Environmental Quality Act (CEQA) Guidelines, Section No. 3.22 and 3.04 of the 2019 Local Guideline for Implementing CEQA, because it does not have potential for resulting in physical change in the environment, directly or indirectly, and it can be determined with certainty that there is no possibility that the activity in question may have significant effect on the environment and is therefore not subject to CEQA; and

2. Read by title only and waive further reading of and introduce **Ordinance No. 1973,** an Ordinance of the City Council of the City of Fontana approving Master Case No. 25-0047 and Municipal Code Amendment No. 25-0008 to amend Chapters 26, 30 (Zoning and Development Code) and 33 of the Fontana Municipal Code, including modifications to the restaurant definition and operating standards, temporary use permits for temporary offices, development standards for the R-4 zone and overlay, administrative procedures for administrative site plan and design review entitlements, tentative parcel map and tentative tract map time extensions and curbside delivery for cannabis retail storefronts; and the reading of the title constitutes the first thereof.

COUNCIL GOALS:
- Promote economic development by pursuing business attraction, retention, and expansion.
- 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.
- Enhance the local environment for future generations and create a healthy economic and environmental future by creating neighborhoods that are attractive, safe and convenient for

walkers and bicyclists.

- Enhance the local environment for future generations and create a healthy economic and environmental future by adopting policies that promote compact and efficient development in new and existing communities.

DISCUSSION:

Background:

The Planning Commission reviewed Master Case No. 25-0047 and Municipal Code Amendment No. 25-0008 during its September 16, 2025, meeting. At the conclusion of the hearing, the Planning Commission adopted Resolution PC No. 2025-029 to recommend approval of Municipal Code Amendment No. 25-0008 to the City Council.

Analysis:

Municipal Code Amendment (MCA) No. 25-0008 is a request to amend Chapter 30 to modify multiple sections of the Zoning and Development Code, including modifications to the definition and operating standards for restaurants, development standards for the Multi-Family Medium/High Density Residential (R-4) zone, administrative procedures pertaining to administrative site plan and design review entitlements; amendments to Chapter 26 pertaining to time extension for tentative maps; and amendments to Chapter 33 to provide additional delivery standards for curbside delivery for cannabis retail storefront businesses.

Restaurant Definition and Operating Standards - A modification to the definition of restaurant land uses to align with the land uses changes made with the establishment of the Entertainment Center Overlay District along with other changes in Chapter 30.

Temporary Use Permits for Temporary Offices - The allowance for temporary commercial buildings to be placed on commercial sites actively undergoing reconstruction or major remodeling to limit disruption to businesses in the city.

Development Standards for the R-4 zone - The addition of standards pertaining to development in the Medium High Density Multi-Family Residential (R-4) Overlay District and to removal the restriction on the number of bedrooms residential dwellings in the Medium High Density Multi-Family Residential (R-4) zone may have.

Administrative Procedures for Administrative Site Plan and Design Review Entitlements - Added language to provide differentiation between, and clarification of, amendments and modifications to administrative site plan and design review entitlements. The amended language delineates which changes to development projects may be approved by the Director of Planning and which changes necessitate review and approval by the original approving body.

Tentative Parcel Map and Tentative Tract Map time extensions - Modifications to allow the Director of Planning to approve time extensions for tentative parcel maps and tentative tract maps.

Curbside Delivery for Cannabis Retail Storefronts - Added language related to curbside delivery for cannabis retail storefronts.

In summary, the proposed amendments will provide a consistent and streamlined development

process, clarified residential development standards, and flexibility for commercial businesses, thereby encouraging attractive development and supporting commercial business operation.

FISCAL IMPACT:
None

MOTION:
Approve staff's recommendation

ATTACHMENTS:
Attachment No.1 - Ordinance
Attachment No. 2 - Planning Commission Packet
Attachment No. 3 - Planning Commission Minutes
Attachment No. 4 - Notice of Exemption
Attachment No. 5 - Public Hearing Notice

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, APPROVING AMENDMENTS TO VARIOUS SECTIONS OF THE FONTANA MUNICIPAL CODE, INCLUDING SECTION 26-58 PERTAINING TO APPROVING BODIES FOR TENTATIVE PARCEL MAPS AND TENTATIVE TRACT MAPS; SECTION 30-12 PERTAINING TO THE DEFINITION OF "RESTAURANT"; SECTIONS 30-100 AND 30-110 PERTAINING TO PROJECTS SUBJECT TO ADMINISTRATIVE SITE PLAN AMENDMENTS AND MODIFICATIONS; SECTIONS 30-125, 30-128 AND 30-139 TO REMOVE OR REVISE REQUIREMENTS FOR DESIGN REVIEW AMENDMENTS AND MODIFICATIONS; SECTION 30-256 PERTAINING TO TEMPORARY USE PERMITS FOR TEMPORARY COMMERCIAL BUILDINGS; SECTION 30-310 PERTAINING TO TIME EXTENSION APPROVALS FOR TENTATIVE TRACT MAPS; TABLE 30-359.A. TO REVISE LAND USES RELATED TO RESTAURANTS AND ALCOHOL SALES; SECTION 30-360 PERTAINING TO OPERATIONAL STANDARDS FOR RESTAURANTS SERVING ALCOHOL; SECTION 30-447 PERTAINING TO THE NUMBER OF BEDROOMS IN DWELLINGS IN THE R-4 ZONING DISTRICT; SECTION 30-448 PERTAINING TO BUILDING SEPARATION REQUIREMENT FOR PROJECTS IN THE R-4 OVERLAY DISTRICT; SECTION 30-491 PERTAINING TO OPERATIONAL STANDARDS FOR RESTAURANTS SERVING ALCOHOL; SECTION 33-30 TO EXPLICITLY ALLOW CURBSIDE DELIVERY FOR CANNABIS STOREFRONT RETAIL BUSINESSES, PURSUANT TO A CATEGORICAL EXEMPTION IN ACCORDANCE WITH CEQA GUIDELINES SECTIONS 15060(C), 15061(B)(3), AND SECTION 15378.

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 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. 25-0008; and

WHEREAS, the City of Fontana General Plan ("General Plan") includes policies and actions calling for numerous updates to the Code; and

WHEREAS, Section 26-58. Expiration of approval. is amended to authorize the original approving body for tentative parcel maps and tentative tract maps to approve time extensions; and

WHEREAS, Section 30-12. – List of definitions. is amended to clarify the definition of a restaurant; and

WHEREAS, Section 30-100. – Reserved. is amended to include projects subject to an administrative site plan amendment; and

WHEREAS, Section 30-110. – Reserved. is amended to include projects subject to an administrative site plan modification; and

WHEREAS, Section 30-125. – Purpose. is amended remove requirements for a design review amendment; and

WHEREAS, Section 30-128. – Reserved. is amended to include projects subject to a design review amendment; and

WHEREAS, Section 30-139. – Reserved. is amended to include projects subject to a design review modification; and

WHEREAS, Section 30-256. – Types of temporary use applications and conditions. is amended to allow temporary commercial buildings on the site of an existing commercial business during reconstruction or remodeling; and

WHEREAS, Section 30-310. – Authority. is amended to authorize the Director of Planning to approve time extensions for tentative tract maps; and

WHEREAS, Table 30-359.A. – Land Uses. is amended to revise land uses related to restaurants and alcohol sales; and

WHEREAS, Section 30-360. – Special use regulation. is amended to include operational standards for restaurants serving alcohol; and

WHEREAS, Section 30-447. – Residential development standards. is amended to remove the limitation on the number of bedrooms per residential unit in the R-4 zoning district; and

WHEREAS, Section 30-448. – Multiple-family building separation requirement. is amended to include a provision for building separation from the R-1 zoning district for development in the R-4 Overlay district; and

WHEREAS, Section 30-491. – Special use regulations*. is amended to include operational standards for restaurants serving alcohol; and

WHEREAS, Section 33.30. – Additional operational regulations for storefront retail. is amended to explicitly allow curbside delivery on the site of cannabis storefront retail and to provide operational standards for such activity; 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. 25-0008 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. 25-0008 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. 25-0008 are attached hereto 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. 25-0008 will better express the City's policies and will generally promote good land use planning and regulation; and

WHEREAS, on September 16, 2025, the Planning Commission held a public meeting on MCA No. 25-0008 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 because the procedural revisions to the Municipal Code are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. As such, where, as here, it can be with certainty that there is no possibility that the procedural revisions to the Code may have a significant effect on the environment, the Code amendments are not subject to CEQA

WHEREAS, the Planning Commission carefully considered all evidence and testimony presented at its public hearing on September 16, 2025 regarding MCA No. 25-0008 and approved Resolution No. 2025-029 recommending that the City Council adopt the modifications to the Zoning and Development Code contained therein; and

WHEREAS, on October 14, 2025, the City Council held a public hearing on MCA No. 25-0008 where it received evidence and public testimony pertaining to the Zoning and Development Code amendments as well as documentation from the Planning Commission's public hearing on September 16, 2025; and

WHEREAS, the City Council carefully considered all information pertaining to MCA No. 25-0008 presented at its public hearing on October 14, 2025; and

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

NOW, the City Council of the City of Fontana, California, DOES ORDAIN as follows:

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

Section 2. CEQA. City Council hereby determine that this ordinance is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c), 15061(B)(3) (the common-sense exemption),15378 and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA, because the procedural revisions to the Municipal Code are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. As such, where, as here, it can be with certainty that there is no possibility that the procedural revisions to the Municipal Code may have a significant effect on the environment, the Municipal Code amendments are not subject to CEQA. Therefore, the City Council hereby directs staff to file a notice of exemption.

Section 3. Development Code Amendment Findings. The City Council hereby makes the following findings for Municipal Code Amendment No. 25-0008 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 amendments clarify and streamline the City's development requirements and processes and facilitate housing and commercial development. As such, the municipal code amendments promote the General Plan goals of adequate housing to meet the needs of all residents in Fontana. Furthermore, the amendments promote a diversified economy.

Section 4. Development Code Amendment Approval. Based on the foregoing, the City Council hereby approves the amendments as set forth in MCA No. 25-0008, 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. 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 7. Certification. The City Clerk of the City Council shall certify to the adoption of this Ordinance.

Section 8. 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 14th day of October 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 14th day of October 2025, and was finally passed and adopted not less than five days thereafter on the 9th day of December 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"

Amendments to Chapter 30 of the Municipal Code
(Deletions are shown as ~~strike outs~~. Additions are shown as underlines.)

Chapter 26 – SUBDIVISIONS

DIVISION 2. – TENTATIVE TRACT MAP REQUIREMENTS

Sec. 26-58. Expiration of approval.

(a) An approved tentative tract map shall expire 24 months after its approval, unless this time period is otherwise extended pursuant to this section or pursuant to any provision of the Subdivision Map Act as enacted or subsequently amended, but in no event shall an approved tentative tract map be valid beyond 15 years from the date it was first approved.

(b) In addition to the time period set forth in subsection (a) of this section and upon application of the subdivider filed prior to expiration of the approved tentative tract map, an additional period of time, not to exceed five years, may be granted by the ~~planning commission~~ Director of Planning. When an application is filed pursuant to this subsection, the map shall automatically be extended for 60 days or until the ~~planning commission~~ Director of Planning approves, conditionally approves, or denies the application for the extension.

(c) The period of time specified in subsections (a) and (b) of this section shall not include any period of time during which a development moratorium, imposed after approval of the tentative tract map, is in existence; provided, however, that the length of the moratorium does not exceed five years. Once a moratorium is terminated, the map shall be valid for the same period of time as was left to run on the map at the time the moratorium was imposed. However, if the remaining time is less than 120 calendar days, the map shall be valid for 120 calendar days following the termination of the moratorium. For purposes of this section, a development moratorium shall include a water or sewer moratorium, as well as other actions of public agencies which regulate land use, development or the provision of services to the land, including those of school and fire districts.

(d) The period of time specified in subsections (a) and (b) of this section shall not include any period of time during which a lawsuit involving the approval of the tentative tract map is or was pending in a court of competent jurisdiction if, upon application of the subdivider and upon conclusive proof of the existence of such lawsuit, the planning commission agrees, in accordance with California Government Code § 66452.6(c), to stay such time period. Within 40 days after

receiving the application, the city shall either stay the time period for up to five years or deny the requested stay. The planning commission shall determine whether the conditions of approval imposed at the time the tentative tract map was first approved are sufficient to protect the health, safety and welfare of the general public. The planning commission has the right to amend, modify or delete such conditions of approval as a condition of the requested stay.

(e) If the subdivider is required to expend $125,000.00 or more to construct, improve, or finance the construction or improvement of public improvements outside the property boundaries of the tentative map, excluding improvements of public rights-of-way which abut the boundary of the property to be subdivided and which are reasonably related to the development of that property, upon the filing of a final map, the expiration of the tentative tract map shall be extended by 36 months from the date of its expiration or the date of the previously filed final map, whichever is later. This subsection shall apply only to situations wherein multiple final maps are filed with the city. The extension provided in this subsection shall not extend the tentative map more than ten years from its date of approval. Nothing in this subsection limits the authority of the planning commission to impose reasonable conditions to the filing of multiple final maps.

(f) In addition to any other extension of time provided by this section or provided by the Subdivision Map Act, the expiration date of any tentative tract map that did not expire before September 13, 1993, shall be extended by 24 months.

(g) In addition to any other extension of time provided by this section or provided by the Subdivision Map Act the expiration date of any tentative tract map that did not expire before May 15, 1996, shall be extended by 12 months.

(h) In addition to any other extension of time provided by this section or provided by the Subdivision Map Act any tentative tract map that would have expired on or after March 3, 2020 and before December 31, 2020, shall be extended by 12 months.

(i) Subject to the 15 year time limit set forth in subsection (a) of this section, a tentative tract map on property subject to a development agreement authorized by Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 of the California Government Code may be extended for the period of time provided for in the agreement, but not beyond the duration of the agreement. Such extension occurs upon the filing of each final map authorized by Government Code § 66456.1.

Sec. 30-12. – List of definitions.

…

Restaurant means an establishment where food ~~and drink~~ is freshly prepared, cooked, and served to order and consumed primarily within the main building~~, and building or portion thereof where food and/or beverages are sold in a form ready for consumption and where all or a significant portion of the consumption takes place or is designated to take place outside the confines of the building, often in a motor vehicle.~~ and where at least 65 percent of the quarterly gross receipts are from the sale of food products/meals that include freshly prepared food items available for consumption on the premises during all hours the establishment is open for business. Restaurants maintain suitable kitchen facilities for cooking and/or preparing an assortment of foods for meals along with the proper amount of refrigeration and/or heating for keeping of food. The service of pre-packaged items (e.g. sandwiches, salads, etc.) does not qualify within the definition of a restaurant. Restaurants do not include any live entertainment, disc jockey, amplified music, karaoke, electronic arcade, amusement games, pool tables, dart boards, dancing, dance floor, or dance area provided on the premises.

…

Subdivision III. – Administrative Site Plan – Amendment

Sec. 30-100. ~~Reserved~~ Projects subject to administrative site plan - amendment.

~~Editor's note(s)—Ord. No. 1906, § 28, adopted Oct. 25, 2022, repealed § 30-100, which pertained to Development Advisory Board (DAB) review and derived from Prior Code.~~

(a) Applications for amendments to administrative site plans are required for commercial, industrial, and institutional projects with a previously approved administrative site plan entitlement that has not yet expired, is not under construction or developed, and which may or may not involve the issuance of a building permit for construction, including:

(1) Major façade changes that include significant structural changes, such as changes to the location of windows and doors, roof pitch or structure, building materials, etc.

(2) Major site plan changes, such as relocation of buildings, but not including the relocation or modifications to parking spaces where such relocation or

modification reduces the number of parking spaces below the required number of parking spaces.

(3) The addition of square footage to a previously-approved building totaling less than 1% of the total building area.

(b) Amendments to an approved administrative site plan shall be approved by the Director of Planning or his/her designee. Upon the submittal of an application, the Director of Planning shall have the discretion to determine if the proposed amendment will be referred to the approving body for approval or approved administratively. The following parameters shall be used to guide the Director of Planning's decision:

(1) Changes to conditions of approval, increases in the square footage, and significant changes to either the site plan (such as changing the size, shape, or position of a building on a project site) or architectural elevations (such as changes in building height or massing, altering the exterior building materials, adding or deleting elements such as balconies, dormers, porches, etc.) shall be referred to the approving body for review and approval of an administrative site plan amendment.

(2) Changes to the following may be reviewed and approved administratively by the Director of Planning:

a. Architectural features that are not significant in nature (i.e. window treatments, shifting of windows or minor changes in window size, decorative trim, or numbers, the shifting of parking spaces on site that do not reduce the number of required parking spaces below the minimum required by the Article XI or the applicable specific plan, etc.)

b. Site improvements that enhance the site regarding the aesthetics, public safety and/or security.

c. Project features not visible from the public right-of-way and that do not result in a material change to the project's operational characteristics, scale intensity or fundamental design intent as originally approved.

(3) Within five years of the original administrative site plan application, color combinations and color schemes for commercial and industrial buildings shall not be modified or changed without prior approval of the original approving body by a revision to the original application. Minor hue color changes, regardless of the date of the original application and modifications of color combinations and color schemes for administrative site plan applications which are five years or older from the date of approval

may be approved by the Director of Planning administratively. The Director of Planning may refer minor hue color changes to the original approving body for consideration under a revision to the original application.

Subdivision IV. – Administrative Site Plan Modification

Sec. 30-110. ~~Reserved~~. Projects subject to administrative site plan – modification.

~~Editor's note(s)—Ord. No. 1906, § 31, adopted Oct. 25, 2022, repealed § 30-110, which pertained to Development Advisory Board (DAB) review and derived from Prior Code.~~

(a) Applications for administrative site plan – modification are required for commercial, industrial, and institutional projects with a previously approved administrative site plan entitlement that has not yet expired, is currently under construction or developed, and which may or may not involve the issuance of a building permit for construction, including:

(1) Major façade changes that include significant structural changes, such as the changes to the location of windows and doors, roof pitch or structure, building materials, etc.

(2) Major site plan changes, such as relocation of buildings, but not including the relocation or modifications to parking spaces where such relocation or modification reduces the number of parking spaces below the required number of parking spaces.

(3) The addition of square footage to a previously approved building totaling less than 1% of the total building area.

(b) Modifications to an administrative site plan shall be approved by the Director of Planning or his/her designee. Upon written request from an applicant, the Director of Planning shall have the discretion to determine if the proposed modification will be referred to the approving body for approval or approved administratively. The following parameters shall be used to guide the Director of Planning's decision:

(1) Changes to conditions of approval, increases in the square footage, and significant changes to either the site plan (such as changing the size, shape, or position of a building on a project site) or architectural elevations (such as changes in building height or massing, altering the exterior building materials, or adding or deleting elements like balconies, dormers,

porches, etc.) shall be referred to the approving body for review and approval of an administrative site plan modification.

(2) Changes to the following may be reviewed and approved administratively by the Director of Planning:

a. Architectural features that are not significant in nature (i.e. window treatments, shifting of windows or minor changes in window size, decorative trim, or numbers, the shifting of parking spaces on site that do not reduce the number of required parking spaces below the minimum required by the Article XI or the applicable specific plan, etc.)

b. Site improvements that enhance the site regarding the aesthetics, public safety and/or security.

c. Project features not visible from the public right-of-way and that do not result in a material change to the project's operational characteristics, scale intensity or fundamental design intent as originally approved.

(3) Within five years of the original administrative site plan application, color combinations and color schemes for commercial and industrial buildings shall not be modified or changed without prior approval of the original approving body by a revision to the original application. Minor hue color changes, regardless of the date of the original application and modifications of color combinations and color schemes for administrative site plan applications which are five years or older from the date of approval may be approved by the Director of Planning. The Director of Planning may refer minor hue color changes to the original approving body for consideration under a revision to the original application.

Subdivision II. – Design Review - Amendment

Sec. 30-125. Purpose.

(a) The purpose and intent of the design review, amendment process is to assure that projects comply with all applicable City standards and ordinances, and are not detrimental to the public health, safety, or welfare, or are materially injurious to properties or improvements in the immediate vicinity. Projects eligible for an amendment are for any non-expired approved entitlements for design review on undeveloped sites pursuant to the amendment procedures herein.

~~(b) Amendments to an approved design or administrative site plan review shall be approved by the approving body or the Director of Community Development or~~

~~his/her designee. Upon written request from an applicant, the Director of Community Development shall have the discretion to determine if the proposed amendment will be referred to the approving body for approval or approved administratively. Administratively approved amendments to a design review originally approved by the Planning Commission shall be placed on the Planning Commission agenda under the Manager of Planning report for informational purposes. The following parameters shall be used to guide the Director of Planning's decision:~~

~~(1) Changes to conditions of approval, increases in the square footage, and significant changes to either the site plan or architectural elevations shall be referred to the approving body for review and approval~~

~~(2) Changes to architectural features that are not significant in nature such as window treatments, shifting of windows or minor change in window size or decorative trim, the shifting of parking spaces on site that do not reduce the number of required parking spaces or site improvements that enhance the site in regard to the aesthetics, public safety and/or security can be reviewed and approved administratively.~~

~~(3) Within five years of the original design review or administrative site plan application, color combinations and color schemes for commercial and industrial buildings shall not be modified or changed without prior approval of the original approving body by a revision to the original application. Minor hue color changes, regardless of the date of the original application and modifications of color combinations and color schemes for design reviews and administrative site plan applications which are five years or older from the date of approval may be approved by the Director of Community Development. The Director of Community Development may refer minor hue color changes to the original approving body for consideration under a revision to the original application. Appeals shall follow provisions of Section 30-33.~~

Sec. 30-128. ~~Reserved~~ <u>Projects subject to design review - amendment</u>.

~~Editor's note(s)—Ord. No. 1906, § 35, adopted Oct. 25, 2022, repealed § 30-128, which pertained to Development Advisory Board (DAB) review and derived from Prior Code.~~

(a) <u>Applications for design review – amendment are required for projects with a previously approved design review entitlement that has not yet expired, is not under construction or developed, and which may or may not involve the issuance of a building permit for construction, including:</u>

(1) Major façade changes that include significant structural changes, such as the changes to the location of windows and doors, roof pitch or structure, building materials, etc.

(2) Major site plan changes, such as relocation of buildings, but not including the relocation of or modifications to parking spaces where such relocation or modification reduces the number of parking spaces below the required number of parking spaces.

(3) The addition of square footage to a previously-approved building totaling less than 1% of the total building area.

(b) Amendments to an approved design review shall be approved by the Director of Planning or his/her designee. Upon written request from an applicant, the Director of Planning shall have the discretion to determine if the proposed amendment will be referred to the approving body for approval or approved administratively. Administratively approved amendments to a design review originally approved by the Planning Commission shall be placed on the Planning Commission agenda under the Director of Planning report for informational purposes. The following parameters shall be used to guide the Director of Planning's decision:

(1) Changes to conditions of approval, increases in the square footage, and significant changes to either the site plan or architectural elevations shall be referred to the approving body for review and approval of a design review.

(2) Changes to the following may be reviewed and approved administratively by the Director of Planning:

a. Architectural features that are not significant in nature (i.e. window treatments, shifting of windows or minor changes in window size, decorative trim, or numbers, the shifting of parking spaces on site that do not reduce the number of required parking spaces below the minimum required by the Article XI or the applicable specific plan, etc.)

b. Site improvements that enhance the site regarding the aesthetics, public safety and/or security.

c. Project features not visible from the public right-of-way and that do not result in a material change to the project's operational characteristics, scale intensity or fundamental design intent as originally approved.

(3) Within five years of the original design review or administrative site plan application, color combinations and color schemes for commercial and industrial buildings shall not be modified or changed without prior approval of

the original approving body by a revision to the original application. Minor hue color changes, regardless of the date of the original application and modifications of color combinations and color schemes for design reviews and administrative site plan applications which are five years or older from the date of approval may be approved by the Director of Community Development. The Director of Community Development may refer minor hue color changes to the original approving body for consideration under a revision to the original application. Appeals shall follow provisions of Section 30-132.

Subdivision III. – Design Review Modification

Sec. 30-139. ~~Reserved~~ Projects subject to design review - modification.

~~Editor's note(s)—Ord. No. 1906, § 37, adopted Oct. 25, 2022, repealed § 30-139, which pertained to Development Advisory Board (DAB) review and derived from Prior Code.~~

(a) Applications for design review – modification are required for projects with a previously approved design review entitlement that has not yet expired, is under construction or already developed, and which may or may not involve the issuance of a building permit for construction, including:

(1) Major façade changes that include significant structural changes, such as the changes to the location of windows and doors, roof pitch or structure, building materials, etc.

(2) Major site plan changes, such as relocation of buildings, but not including the relocation or modifications to parking spaces where such relocation or modification reduces the number of parking spaces below the required number of parking spaces.

(3) The addition of square footage to a previously-approved building totaling less than 1% of the total building area.

(b) Modifications to an approved design review shall be approved by the approving body or the Director of Planning or his/her designee. Upon written request from an applicant, the Director of Planning shall have the discretion to determine if the proposed amendment will be referred to the approving body for approval or approved administratively. Administratively approved modifications to a design review originally approved by the Planning Commission shall be placed on the Planning Commission agenda under the Director of Planning report for

informational purposes. The following parameters shall be used to guide the Director of Planning's decision:

(1) Changes to conditions of approval, increases in the square footage, and significant changes to either the site plan or architectural elevations shall be referred to the approving body for review and approval.

(2) Changes to the following may be reviewed and approved administratively by the Director of Planning:

a. Architectural features that are not significant in nature (i.e. window treatments, shifting of windows or minor changes in window size, decorative trim, or numbers, the shifting of parking spaces on site that do not reduce the number of required parking spaces below the minimum required by the Article XI or the applicable specific plan, etc.)

b. Minor site improvements that enhance the site regarding the aesthetics, public safety and/or security.

c. Project features not visible from the public right-of-way and that do not result in a material change to the project's operational characteristics, scale intensity or fundamental design intent as originally approved.

(3) Within five years of the original design review application, color combinations and color schemes for commercial and industrial buildings shall not be modified or changed without prior approval of the original approving body by a revision to the original application. Minor hue color changes, regardless of the date of the original application and modifications of color combinations and color schemes for design reviews applications which are five years or older from the date of approval may be approved by the Director of Planning. The Director of Planning may refer minor hue color changes to the original approving body for consideration under a revision to the original application. Appeals shall follow provisions of Section 30-33.

DIVISION 18. – TEMPORARY USE

Sec. 30-256. - Types of temporary use applications and conditions.

A temporary use permit shall be required for the following activities and shall be subject to conditions established herein and any other additional conditions as may be prescribed by the Director of Planning. All such uses shall be subject to the sign

regulations within Chapter 3 and zoning regulations within Chapter 30 of the Municipal Code.

…

(12) Temporary commercial buildings on active construction sites in the case of the reconstruction or remodeling of an existing commercial business. The following restrictions shall apply:

a. The Director of Planning may approve a temporary commercial building for the duration of the reconstruction or remodeling project or for up to a maximum period of one year. If the Director of Planning determines that extenuating circumstances have occurred during construction, a one-year extension may be granted.

b. A maximum of one temporary commercial building may be approved to operate a maximum of one business on the site. The business must be appropriately licensed, operating in compliance with all City rules, regulations, and codes, and must have been in operation prior to the start of construction.

c. Installation of the temporary building may occur only after a valid building permit has been issued by the Building and Safety Department.

d. The temporary building installation must meet all requirements and regulations of the County Department of Environmental Health Services and all applicable City departments and other regulating agencies.

e. Temporary buildings installed under the provisions of this section shall be removed from the site within fourteen calendar days of the completion of, and issuance of the Certificate of Occupancy for, the commercial building on the site.

f. The temporary building shall not be installed on required vehicle parking and loading spaces as determined by Article XI. – On-Site Parking and Loading Regulations. Vehicle parking spaces provided on the subject site in excess of the requirements of Article XI may be considered for the installation of the temporary building.

g. The temporary building shall not obstruct access and/or drive aisles on the subject site.

h. Signage for the business on the site shall be reviewed and approved through the Temporary Use Permit and/or Design Review Sign process.

(~~12~~ 13) Other uses and activities that may be needed on a temporary basis or similar to subsections (1) through (~~10~~ 9) above as deemed appropriate by the Director of Planning.

DIVISION 22. – TIME EXTENSION, MAPPING AND PROJECT

Subdivision II. – Time Extension – Tentative Tract Maps

Sec. 30-310. - Authority.

The ~~Planning Commission~~ Director of Planning is authorized to approve or deny applications for time extension for tentative tract maps and to impose conditions upon such approval.

Division 3. – Permitted Land Uses

Table 30-359.A. – Land Uses

	Civic	Station Area	Downtown Gateway	Neighbor-hood	Multi-Family	Trans-itional	Sierra Gateway	Route 66 Gateway	Valley Gateway	Village
…										
Alcohol Beverage Sales										
Alcohol sales for off-site consumption, with or without tasting room	M	M	M	--	--	M	C	C	C	M
Alcohol sales for ~~O~~on-site ~~sales~~ consumption, in connection with restaurant/food hall ("Bona fide Public Eating Place", as defined by the Department of Alcoholic Beverage Control)	M	M	P[S]	--	--	M	P[S]	P[S]	P[S]	M
Alcohol sales for ~~O~~on-site ~~sales~~ consumption, in connection with restaurant/food hall ("Bona fide Public Eating Place", as defined by the Department of Alcoholic Beverage Control) and with entertainment and/or dancing	--	M	M	--	--	--	M	M	M	--
Alcohol sales for ~~O~~on-site ~~sales~~ consumption, with entertainment and/or dancing and not in connection with restaurant/food hall ("Bona fide Public Eating Place", as defined by the Department of Alcoholic Beverage Control)	--	--	C	--	--	--	C	C	C	--
Manufacturing, including winery or microbrewery with taking room and no restaurant	M	M	M	--	--	M	C	C	C	M
Micro-breweries in connection with restaurant (Brew Pub) (Bona fide Public Eating Place as defined by the Department of Alcohol Beverage Control)	M	M	M	--	--	M	C	C	C	M

Micro-breweries without tasting room	--	--	--	--	--	--	--	--	C	--
…										

ARTICLE III – FORM BASED CODE

DIVISION 3. – PERMITTED LAND USES

Sec. 30-360. Special use regulation.

…

(i) Alcohol sales for on-site consumption, in connection with a restaurant/food hall.

(1) A restaurant selling alcohol for on-site consumption shall not negatively impact adjoining uses as it relates to noise in excess of the maximum noise measurements established in the Fontana Municipal Code, debris generated by the restaurant or its' patrons not disposed of in appropriate receptacles, traffic impacting use of the public right-of-way, storage outside of an enclosed building, and hours of operation, nor shall it create any adverse effect on public health, safety or welfare.

(2) The establishment shall be operated in such a manner that sound emitted from the premises shall not be audible beyond the boundaries on which it is located:

a. All doors to the building shall remain closed except to allow for the entrance and exit of patrons and employees.

b. Any such alcohol sales use being established for the first time shall have no entrance or exit located within 100 feet of a residentially zoned or utilized property unless adequate sound attenuation measures have been undertaken to ensure sound measurements do not exceed the maximum measurements established in the Fontana Municipal Code or unless the entrance or exit is separated from the residentially zoned property by a public street.

c. A restaurant selling alcohol for on-site consumption should be a minimum of 600 feet away from an existing or proposed school, park, religious institution, hospital, youth facility or other similar uses.

ARTICLE V. – RESIDENTIAL ZONING DISTRICTS

DIVISION 4. DEVELOPMENT STANDARDS FOR PRIMARY DWELLINGS.

Sec. 30-447. Residential development standards.

The following development standards apply to multi-family residential development projects without a commercial component, which are proposed at minimum density of 24.1 to 39 dwelling units per acre within the multiple-family medium/high density residential (R-4) zoning district, and 39.1 to 50 dwelling units per acre in the multiple-family high density residential (R-5) zoning district.

Table No. 30-447 **Residential Development Standards**		
Maximum Density	**R-4**	**R-5**
Maximum permitted number of dwelling units per adjusted gross acre	24.1.0—39.0	39.1—50.0
Lot Dimensions for New Lots, Lot Size, and Lot Coverage	**R-4**	**R-5**
Minimum width at front P/L	200'	200'
Minimum depth	300'	300'
Minimum lot size (sq. ft.)	2 acres	2 acres
Maximum lot coverage (adjusted gross acreage of total site)	70%	70%
Multiple-Family Minimum Dwelling Size (Standard/Market Rate, Senior and Affordable)	**R-4**	**R-5**
Minimum dwelling unit in square feet	550 sq. ft.	550 sq. ft.
Maximum dwelling unit in square feet	1,800 sq. ft.	1,800 sq. ft.
Building Height	**R-4**	**R-5**
Multi-Family	55'	55'
Multi-Family Open Space Requirements	R-4	R-5
Open space, private ground/upper floor (sq. ft.), minimum	120/80	120/80
Open space, common, as a percentage of adjusted gross acreage of project area, minimum	30%	30%
Open space, useable, (combined total of private and common open space), as a percentage of adjusted gross acreage of project area, minimum	35%	35%

Notes:

(1) For existing legal lots smaller than this minimum, see Section 30-414 (lot size conformance).

(2) For the purpose of this section, subterranean or partial subterranean parking shall not be considered a floor/story for the purpose of determining building setbacks.

~~(3) For parcels located in the R-4 district, the number of bedrooms shall be limited to a maximum of two bedrooms per dwelling unit.~~

Sec. 30-448. Multiple-family building separation requirement.

Table No. 30-448 Building Setback and Separation (in feet)		
Front Setback, Building to Public Right-of-Way (streets)	**R-4**	**R-5**
Major or primary	5-foot	5-foot
Secondary or collector	5-foot	5-foot
Local	0-foot	0-foot
Corner Lot, Side Building Setback to P/L	**R-4**	**R-5**
Major or primary	5-foot	5-foot
Secondary or collector	5-foot	5-foot
Local	5-foot	5-foot
Corner Lot, Side Parking Setbacks to P/L	**R-4**	**R-5**
Major or primary	10-foot	10-foot
Secondary or collector	10-foot	10-foot
Local	10-foot	10-foot
Side Setback (interior), Building, Setback to Adjacent Zoning Districts	**R-4**	**R-5**
R-1	25-foot	25-foot
R-2 (Single-family use)	25-foot	25-foot
R-2 (Multi-family use)	15-foot	15-foot
R-3	10-foot	15-foot
R-4	0-foot	0-foot
R-5	0-foot	0-foot
R-PC, Single-family	75-foot	75-foot
R-PC, Specific plan (b) (single-family/multi-family)	25-foot/ 15-foot	25-foot/ 15-foot
R-E	75-foot	75-foot
P-PF	30-foot	30-foot
C-2	0-foot	0-foot
All other zoning districts, (C-1, RMU, and OS)	20-foot	20-foot
Parking Area and Drive Aisle Setbacks to Adjacent Zoning Districts	**R-4**	**R-5**
All residential	5-foot	5-foot
All other	5-foot	5-foot
Onsite Building to Building Setbacks	**R-4**	**R-5**
Front to front	30-foot	30-foot
Front to side	30-foot	30-foot
Front to rear	30-foot	30-foot
Rear to side	25-foot	25-foot
Rear to rear	20-foot	20-foot

Side to side	15-foot	15-foot
Oblique alignment		
Accessory Structure Setbacks and Separation (in feet)	**R-4**	**R-5**
In all cases	See Section No.30-461	

Notes:

(1) Building shall mean a structure containing dwelling units. For purpose of this table, building setback standards shall be for any building exceeding a single-story. Setback standards may be modified by other lettered notes herein.

(2) Subtract ten feet for a single-story dwelling unit or a multi-story dwelling unit having a single-story element with a depth of at least ten feet.

(3) All primary ground-floor common entries and individual dwelling unit entries fronting Foothill Blvd, Orange Way, Cypress Avenue or Valencia Avenue shall be oriented to the street, not the interior of the development or parking lot.

(4) On a case by case basis, the Community Development Director may require up to ten feet of additional building setback from all property lines to accommodate entrance stops, porches, patios and other architecture features, as well as landscaping areas.

(5) For the purpose of this table, accessory structure means a subordinate structure which is incidental to and is detached from the main building but is on the same lot and supports the primary use on-site. If an accessory structure is attached to the building by way of a continuation of the building roof, the accessory structure shall be considered an addition to the building.

(6) "Front" is defined as that face of the building or unit with a major glass area and/or major private recreation area and may include access to that private recreation area. This access may or may not relate to the primary entrance to the building that faces the public right-of-way or private drive aisle; therefore, some buildings may have more than one "front" under this definition.

(7) For the purpose of this table, zoning districts are not considered adjacent if separated by a dedicated public right-of-way or utility easement of more than 50 feet in width.

(8) Setback measured from building to property line.

(9) "Oblique alignment" is defined as the intersection of the parallel face of one building by the corner angle of a second building where said angle is greater than 25 percent. The corner angle of the intersecting building may encroach into the setback of the other building by up to five feet provided there is an equal or greater setback at the other end of the intersecting building. Such encroachment shall also be averaged so that for each building that is allowed to encroach into the setback, another building will offset such encroachment by an equal number of feet. (Where two buildings meet at corner angles, the side-to-front setback criteria shall be used.)

(10) Balconies, patios (uncovered and covered), patio fences/walls, porches, and similar like structures (as determined by the Director of Community Development) may project into the setback area up to a maximum of six feet,

providing, however, that such structures shall never be separated by less than 15 feet (horizontal).

(11) The "rear" of a building is defined as the point or area farthest from the front. Where a building is identified to have two fronts the building may be considered not to have a rear facing.

(12) Setback from underdeveloped property in the R-2 zone shall be determined at the R-1 single-family zones development standard of 25 feet.

(13) Where a new building is to be constructed on a corner lot or intersection, a wraparound building design with an angled corner shall be utilized in order to maximize and encourage pedestrian activity.

(14) Parking setback may be decreased to zero for subterranean parking structures.

(15) The minimum building setback to the R-1 zoning district may be reduced to 10 feet for development within the R-4 overlay for projects developed consistent with the density requirements of the R-4 overlay and where the adjacent parcel is vacant and undeveloped.

ARTICLE VI. – COMMERCIAL AND MIXED USE ZONING DISTRICT

DIVISION 3. – USE REGULATIONS

Sec. 30-491. – Special use regulations*.

…

(22) Restaurant, With the Sale of Alcohol.

(1) A restaurant selling alcohol for on-site consumption shall not negatively impact adjoining uses as it relates to noise in excess of the maximum noise measurements established in the Fontana Municipal Code, debris generated by the restaurant or its' patrons not disposed of in appropriate receptacles, traffic impacting use of the public right-of-way, storage outside of an enclosed building, debris, traffic, storage, design and hours of operation, nor shall it create any adverse effect on public health, safety or welfare.

(2) The establishment shall be operated in such a manner that sound emitted from the premises shall not be audible beyond the boundaries on which it is located:

a. All doors to the building shall remain closed except to allow for the entrance and exit of patrons and employees.

b. Any such alcohol sales use being established for the first time shall have no entrance or exit located within 100 feet of a

residentially zoned or utilized property unless adequate sound attenuation measures have been undertaken to ensure sound measurements do not exceed the maximum measurements established in the Fontana Municipal Code or unless the entrance or exit is separated from the residentially zoned property by a public street.

c. A restaurant selling alcohol for on-site consumption should be a minimum of 600 feet away from an existing or proposed school, park, religious institution, hospital, youth facility or other similar uses.

Chapter 33 – CANNABIS BUSINESSES AND ACTIVITIES

Sec. 33-30. Additional operating regulations for storefront retail.

(a) No commercial cannabis retailer offering storefront purchase shall be located within 600 feet from another commercial cannabis storefront retailer. The distance specified in this section shall be the horizontal distance measured in a straight line from the property line of one commercial cannabis storefront retailer to the closest property line of the lot on which another commercial cannabis business is located without regard to intervening structures.

(b) Prior to dispensing medicinal cannabis or medicinal cannabis products to any person, the commercial medicinal cannabis business shall obtain verification from the recommending physician that the person requesting medicinal cannabis or medicinal cannabis products is a qualified patient, and shall maintain a copy of the physician recommendation or Identification Card as described in Health and Safety Code §§ 11362.71 through 11362.77, as may be amended from time to time, on site for period of not less than seven years.

(c) Storefront retailers also providing delivery shall comply with the requirements pertaining to deliveries in section 33-30 of this chapter.

(d) Commercial cannabis retailers selling medicinal cannabis shall verify the age and all necessary documentation of each customer to ensure the customer is not under the age of 18 years and that the potential customer has a valid doctor's recommendation. Adult use retailers shall verify the age of all customers to ensure persons under the age of 21 are not permitted on the premises. Entrances into the retailer shall be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system shall be utilized to limit access to and entry to the retailer to separate it from the reception or lobby area.

(e) Retailers may have only that quantity of cannabis and cannabis products reasonably anticipated to meet the demand readily available for sale on-site in the retail sales area of the retailer.

(f) All restroom facilities shall remain locked and under the control of management.

(g) A cannabis storefront retailer shall notify qualified patients, primary caregivers, and customers (verbally or by written agreement) and by posting of a notice or notices conspicuously in at least 15 point type within the permitted premises that state as follows:

(1) "The sale or diversion of cannabis or cannabis products without a permit issued by the City of Fontana is a violation of state law and the Fontana City Code."

(2) "Secondary sale, barter, or distribution of cannabis or cannabis products purchased from a permittee is a crime and can lead to arrest."

(3) "Patrons must not loiter in or near these premises and may not consume cannabis or cannabis products in the vicinity of this business or in any place not lawfully permitted. These premises and vicinity are monitored to ensure compliance."

(4) "Warning: the use of cannabis or cannabis products may impair a person's ability to drive a motor vehicle or operate heavy machinery."

(5) "CALIFORNIA PROP. 65 WARNING: Smoking of cannabis and cannabis-derived products will expose you and those in your immediate vicinity to cannabis smoke. Cannabis smoke is known by the State of California to cause cancer."

(6) Waste management. When managing cannabis goods, chemicals, hazardous or dangerous waste, Retailers are obligated to obtain all required permits, licenses, or other clearances and comply with all orders, laws, regulations, or other requirements of other regulatory agencies, including, but not limited to, local health agencies, regional water quality control boards, air quality management districts or air pollution control districts, local land use authorities, and fire authorities. The sale of cannabis waste is prohibited. Retailers shall maintain accurate and comprehensive records at the premises regarding cannabis waste that accounts for, reconciles, and provides evidence of, all activity related to the generation and disposal or deposition of cannabis waste.

(h) <u>No cannabis goods shall be sold and/or delivered by any means or method to any person within a motor vehicle, except curbside delivery conducted pursuant to the following:</u>

(1) A licensed retailer authorized to engage in storefront sales at their licensed premises may conduct sales through curbside delivery.

(2) Cannabis goods that have been purchased by a customer may be delivered to the customer in a vehicle at a location on the license retail premises, which is immediately outside the structure, and which is not located adjacent to the public right-of-way.

(3) Curbside delivery of cannabis goods must occur under video surveillance meeting the applicable operating procedures (including those submitted as part of the initial application process).

(4) Retail employees engaging in curbside delivery must verify each customer's age pursuant to Sec. 33-29(k).

File #: 25-0440
Agenda #: PH-B

Agenda Date: 9/16/2025
Category: Public Hearing

FROM:
Planning Department

TITLE:
Master Case No. 25-0047 and Municipal Code Amendment No. 25-0008: Fontana Municipal Code amendments to Chapter 30 to modify multiple sections of the Zoning and Development Code, including modifications to the definition of and operating standards for restaurants, development standards for the Multi-Family Medium/High Density Residential (R-4) zone, administrative procedures pertaining to administrative site plan and design review entitlements; modification to Chapter 26 pertaining to time extensions for tentative maps; and modification to Chapter 33 to provide additional delivery standards for cannabis retail storefront businesses. (Continued from August 19, 2025)

RECOMMENDATION:
Based on the information in the staff report, staff recommends that the Planning Commission approve Resolution No. PC 2025-_____; and,

1. Determine that the proposed Ordinance is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c), 15061 (B)(3) (the common-sense exemption), and 15378 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,

2. Approve a resolution recommending that the City Council adopt an Ordinance for Municipal Code Amendment (MCA) No. 25-0008 to amend Chapters 26, 30, and 33 of the Municipal Code.

APPLICANT:
City of Fontana
8353 Sierra Ave.
Fontana, CA 92335

LOCATION:
Citywide

REQUEST:
Municipal Code Amendment (MCA) No. 25-0047 is a request to amend Chapter 30 to modify multiple sections of the Zoning and Development Code, including modifications to the definition and operating standards for restaurants, development standards for the Multi-Family Medium/High Density

Residential (R-4) zone, administrative procedures pertaining to administrative site plan and design review entitlements; and modifications to Chapter 30 to include amendments to Chapter 26 pertaining to time extension for tentative maps; and amendments to Chapter 33 to provide additional delivery standards for curbside delivery for cannabis retail storefront businesses.

PROJECT PLANNER:
Cecily Session-Goins, Associate Planner

BACKGROUND INFORMATION:
The City of Fontana Zoning and Development Code along with other chapters of the Fontana Municipal Code regulate the development of commercial, industrial, and residential projects. Staff conducts ongoing reviews of the municipal code to determine where language within the code would benefit from updates, clarification, redefinition or additions to help streamline and facilitate the development process and commercial business activity.

PROJECT DESCRIPTION:
Municipal Code Amendment No. 25-0047 provides updates to Chapter 26 (Subdivisions), Chapter 30 (Zoning and Development Code) and Chapter 33 (Cannabis Business and Activities), as summarized below. A detailed list of the proposed amendments is provided within Exhibit "A" of the Planning Commission Resolution provided as Attachment No. 1.

ANALYSIS:
Chapter 30 modifications include:

Restaurant Definition and Operating Standards - A modification to the definition of restaurant land uses to align with the land uses changes made with the establishment of the Entertainment Center Overlay District along with other changes in Chapter 30.

Temporary Use Permits for Temporary Commercial Buildings - The allowance for temporary commercial buildings to be placed on commercial sites actively undergoing reconstruction or major remodeling to limit disruption to businesses in the city.

Development Standards for the R-4 zone - The addition of standards pertaining to development in the Medium High Density Multi-Family Residential (R-4) Overlay District and the removal of the restriction on the number of bedrooms residential dwellings in the Medium High Density Multi-Family Residential (R-4) zone may have.

Administrative Procedures for Administrative Site Plan and Design Review Entitlements - Added language to provide differentiation between, and clarification of, amendments and modifications to administrative site plan and design review entitlements. The amended language delineates which changes to development projects may be approved by the Director of Planning and which changes necessitate review and approval by the original approving body.

Chapter 26 modifications include:

Tentative Parcel Map and Tentative Tract Map Time Extensions - Modifications to allow the original approving body for Tentative Maps to approve time extensions for tentative parcel maps and

tentative tract maps.

Chapter 33 modifications include:

Curbside Delivery for Cannabis Retail Storefronts - Added language related to curbside delivery for cannabis retail storefronts.

In summary, the proposed amendments will provide a consistent and streamlined development process, clarified residential development standards, and flexibility for commercial businesses, thereby encouraging attractive development and supporting commercial business operation.

MOTION:
Approve staff's recommendation.

ATTACHMENTS:
Attachment No. 1 - Planning Commission Resolution/Exhibit A
Attachment No. 2 - Notice of Exemption
Attachment No. 3 - Public Hearing Notice

RESOLUTION PC NO. 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 MULTIPLE SECTIONS OF THE FONTANA MUNICIPAL CODE, INCLUDING AMENDMENTS TO SEC. 26-58 PERTAINING TO APPROVING BODIES FOR TENTATIVE PARCEL MAPS AND TENTATIVE TRACT MAPS; SEC. 30-12 PERTAINING TO THE DEFINITION OF RESTAURANT; SEC. 30-100 PERTAINING TO PROJECTS SUBJECT TO ADMINISTRATIVE SITE PLAN AMENDMENTS; SEC. 30-110 PERTAINING TO PROJECTS SUBJECT TO ADMINISTRATIVE SITE PLAN MODIFICATIONS; SEC. 30-125 TO REMOVE REQUIREMENTS FOR A DESIGN REVIEW AMENDMENT; SEC. 30-128 PERTAINING TO PROJECTS SUBJECT TO DESIGN REVIEW AMENDMENTS; SEC. 30-139 PERTAINING TO PROJECTS SUBJECT TO DESIGN REVIEW MODIFICATIONS; SEC. 30-256 PERTAINING TO TEMPORARY USE PERMITS FOR TEMPORARY COMMERCIAL BUILDINGS; SEC. 30-310 PERTAINING TO TIME EXTENSION APPROVALS FOR TENTATIVE TRACT MAPS; TABLE 30-359.A. TO REVISE LAND USES RELATED TO RESTAURANTS AND ALCOHOL SALES; SEC. 30-360 PERTAINING TO OPERATIONAL STANDARDS FOR RESTAURANTS SERVING ALCOHOL; SEC. 30-447 PERTAINING TO THE NUMBER OF BEDROOMS IN DWELLINGS IN THE R-4 ZONING DISTRICT; SEC. 30-448 PERTAINING TO BUILDING SEPARATION REQUIREMENT FOR PROJECTS IN THE R-4 OVERLAY DISTRICT; SEC. 30-491 PERTAINING TO OPERATIONAL STANDARDS FOR RESTAURANTS SERVING ALCOHOL; SEC. 33-30 TO EXPLICITLY ALLOW CURBSIDE DELIVERY FOR CANNABIS STOREFRONT RETAIL BUSINESSES, PURSUANT TO A CATEGORICAL EXEMPTION IN ACCORDANCE WITH CEQA GUIDELINES SECTIONS 15060(C), 15061(B)(3), AND SECTION 15378.

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, through Municipal Code Amendment ("MCA") No. 25-0008, 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 26-58. Expiration of approval. is amended to authorize the original approving body for tentative parcel maps and tentative tract maps to approve time extensions; and

WHEREAS, Section 30-12. – List of definitions. is amended to clarify the definition of a restaurant; and

WHEREAS, Section 30-100. – Reserved. is amended to include projects subject to an administrative site plan amendment; and

WHEREAS, Section 30-110. – Reserved. is amended to include projects subject to an administrative site plan modification; and

WHEREAS, Section 30-125. – Purpose. is amended remove requirements for a design review amendment; and

WHEREAS, Section 30-128. – Reserved. is amended to include projects subject to a design review amendment; and

WHEREAS, Section 30-139. – Reserved. is amended to include projects subject to a design review modification; and

WHEREAS, Section 30-256. – Types of temporary use applications and conditions. is amended to allow temporary commercial buildings on the site of an existing commercial business during reconstruction or remodeling; and

WHEREAS, Section 30-310. – Authority is amended to authorize the Director of Planning to approve time extensions for tentative tract maps; and

WHEREAS, Table 30-359.A. – Land Uses. is amended to revise land uses related to restaurants and alcohol sales; and

WHEREAS, Section 30-360. – Special use regulation. is amended to include operational standards for restaurants serving alcohol; and

WHEREAS, Section 30-447. – Residential development standards. is amended to remove the limitation on the number of bedrooms per residential unit in the R-4 zoning district; and

WHEREAS, Section 30-448. – Multiple-family building separation requirement. is amended to include a provision for building separation from the R-1 zoning district for development in the R-4 Overlay district; and

WHEREAS, Section 30-491. – Special use regulations*. is amended to include operational standards for restaurants serving alcohol; and

WHEREAS, Section 33.30. – Additional operational regulations for storefront retail. is amended to explicitly allow curbside delivery on the site of cannabis storefront retail and to provide operational standards for such activity; and

WHEREAS, the Fontana Planning Commission ("Planning Commission")recommends that the Fontana City Council ("City Council") determine that the amendments qualify for a categorical exemption 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. Furthermore, Planning Commission recommends that City Council finds that the amendments are nonetheless exempt from 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 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, on August 19, 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 August 19, 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 best 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; and

WHEREAS, the amendments will not be detrimental to the public health, safety, and general welfare, will not adversely affect the orderly development of property, will better express the City's policies, and will 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 hereby recommends that the City Council determine that this ordinance qualifies for a categorical exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c), 15061(B)(3) (the common-sense exemption), and 15378 and Sections No. 3.01, 3.22,

and 10.59 of the 2019 Local Guidelines for Implementing CEQA, that this Ordinance is nonetheless exempt from 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 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; therefore, a Notice of Exemption has been prepared.

Section 3. Municipal Code Amendment. The Planning Commission hereby makes the following finding for MCA No. 25-0008 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 proposed Municipal Code Amendments will clarify and streamline the City's development requirements and processes while facilitating housing and commercial development and supporting the business community. As such, they promote the General Plan goals of adequate housing to meet the needs of all residents in Fontana and promoting a diversified economy.

Section 4. Recommendation of Approval. Based on the foregoing, the Planning Commission hereby recommends that the City Council adopt an ordinance approving MCA No. 25-0008 to amend multiple sections of the FMC 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 19th day of August 2025.

City of Fontana

_____
Idilio Sanchez, Chairperson

ATTEST:

I, Joseph Armendarez, 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 19th day of August 2025, by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Joseph Armendarez, Secretary

“EXHIBIT A”

AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30
(*Additions shown in underline, deletions shown in ~~strikeout~~)

Chapter 26 – SUBDIVISIONS

DIVISION 2. – TENTATIVE TRACT MAP REQUIREMENTS

Sec. 26-58. Expiration of approval.

(a) An approved tentative tract map shall expire 24 months after its approval, unless this time period is otherwise extended pursuant to this section or pursuant to any provision of the Subdivision Map Act as enacted or subsequently amended, but in no event shall an approved tentative tract map be valid beyond 15 years from the date it was first approved.

(b) In addition to the time period set forth in subsection (a) of this section and upon application of the subdivider filed prior to expiration of the approved tentative tract map, an additional period of time, not to exceed five years, may be granted by the ~~planning commission~~ Director of Planning. When an application is filed pursuant to this subsection, the map shall automatically be extended for 60 days or until the ~~planning commission~~ Director of Planning approves, conditionally approves, or denies the application for the extension.

(c) The period of time specified in subsections (a) and (b) of this section shall not include any period of time during which a development moratorium, imposed after approval of the tentative tract map, is in existence; provided, however, that the length of the moratorium does not exceed five years. Once a moratorium is terminated, the map shall be valid for the same period of time as was left to run on the map at the time the moratorium was imposed. However, if the remaining time is less than 120 calendar days, the map shall be valid for 120 calendar days following the termination of the moratorium. For purposes of this section, a development moratorium shall include a water or sewer moratorium, as well as other actions of public agencies which regulate land use, development or the provision of services to the land, including those of school and fire districts.

(d) The period of time specified in subsections (a) and (b) of this section shall not include any period of time during which a lawsuit involving the approval of the tentative tract map is or was pending in a court of competent jurisdiction if, upon application of the subdivider and upon conclusive proof of the existence of such lawsuit, the planning commission agrees, in accordance with California Government Code § 66452.6(c), to stay such time period. Within 40 days after receiving the application, the city shall either stay the time period for up to five years or deny the requested stay. The planning commission shall determine whether the conditions of approval imposed at the time the tentative tract map

was first approved are sufficient to protect the health, safety and welfare of the general public. The planning commission has the right to amend, modify or delete such conditions of approval as a condition of the requested stay.

(e) If the subdivider is required to expend $125,000.00 or more to construct, improve, or finance the construction or improvement of public improvements outside the property boundaries of the tentative map, excluding improvements of public rights-of-way which abut the boundary of the property to be subdivided and which are reasonably related to the development of that property, upon the filing of a final map, the expiration of the tentative tract map shall be extended by 36 months from the date of its expiration or the date of the previously filed final map, whichever is later. This subsection shall apply only to situations wherein multiple final maps are filed with the city. The extension provided in this subsection shall not extend the tentative map more than ten years from its date of approval. Nothing in this subsection limits the authority of the planning commission to impose reasonable conditions to the filing of multiple final maps.

(f) In addition to any other extension of time provided by this section or provided by the Subdivision Map Act, the expiration date of any tentative tract map that did not expire before September 13, 1993, shall be extended by 24 months.

(g) In addition to any other extension of time provided by this section or provided by the Subdivision Map Act the expiration date of any tentative tract map that did not expire before May 15, 1996, shall be extended by 12 months.

(h) In addition to any other extension of time provided by this section or provided by the Subdivision Map Act any tentative tract map that would have expired on or after March 3, 2020 and before December 31, 2020, shall be extended by 12 months.

(i) Subject to the 15 year time limit set forth in subsection (a) of this section, a tentative tract map on property subject to a development agreement authorized by Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 of the California Government Code may be extended for the period of time provided for in the agreement, but not beyond the duration of the agreement. Such extension occurs upon the filing of each final map authorized by Government Code § 66456.1.

Sec. 30-12. – List of definitions.

…

Restaurant means an establishment where food ~~and drink~~ is freshly prepared, cooked, and served to order and consumed primarily within the main building~~, and building or portion thereof where food and/or beverages are sold in a form ready for consumption and where all or a significant portion of the consumption takes place or is designated to take place outside the confines of the building, often in a motor vehicle.~~ and where at least 65 percent of the quarterly gross receipts are from the sale of food products/meals that include freshly prepared food items available for consumption on the premises during all hours the establishment is open for business. Restaurants maintain suitable kitchen facilities for cooking and/or preparing an assortment of foods for meals along with the proper amount of refrigeration and/or heating for keeping of food. The service of pre-packaged items (e.g. sandwiches, salads, etc.) does not qualify within the definition of a restaurant. Restaurants do not include any live entertainment, disc jockey, amplified music, karaoke, electronic arcade, amusement games, pool tables, dart boards, dancing, dance floor, or dance area provided on the premises.

…

Subdivision III. – Administrative Site Plan – Amendment

Sec. 30-100. ~~Reserved~~ Projects subject to administrative site plan - amendment.

~~Editor's note(s)—Ord. No. 1906, § 28, adopted Oct. 25, 2022, repealed § 30-100, which pertained to Development Advisory Board (DAB) review and derived from Prior Code.~~

(a) Applications for amendments to administrative site plans are required for commercial, industrial, and institutional projects with a previously approved administrative site plan entitlement that has not yet expired, is not under construction or developed, and which may or may not involve the issuance of a building permit for construction, including:

(1) Major façade changes that include significant structural changes, such as changes to the location of windows and doors, roof pitch or structure, building materials, etc.

(2) Major site plan changes, such as relocation of buildings, but not including the relocation or modifications to parking spaces where such relocation or modification reduces the number of parking spaces below the required number of parking spaces.

(3) The addition of square footage to a previously-approved building totaling less than 1% of the total building area.

(b) Amendments to an approved administrative site plan shall be approved by the Director of Planning or his/her designee. Upon the submittal of an application, the Director of Planning shall have the discretion to determine if the proposed amendment will be referred to the approving body for approval or approved administratively. The following parameters shall be used to guide the Director of Planning's decision:

(1) Changes to conditions of approval, increases in the square footage, and significant changes to either the site plan (such as changing the size, shape, or position of a building on a project site) or architectural elevations (such as changes in building height or massing, altering the exterior building materials, adding or deleting elements such as balconies, dormers, porches, etc.) shall be referred to the approving body for review and approval of an administrative site plan amendment.

(2) Changes to the following may be reviewed and approved administratively by the Director of Planning:

a. Architectural features that are not significant in nature (i.e. window treatments, shifting of windows or minor changes in window size, decorative trim, or numbers, the shifting of parking spaces on site that do not reduce the number of required parking spaces below the minimum required by the Article XI or the applicable specific plan, etc.)

b. Site improvements that enhance the site regarding the aesthetics, public safety and/or security.

c. Project features not visible from the public right-of-way and that do not result in a material change to the project's operational characteristics, scale intensity or fundamental design intent as originally approved.

(3) Within five years of the original administrative site plan application, color combinations and color schemes for commercial and industrial buildings shall not be modified or changed without prior approval of the original approving body by a revision to the original application. Minor hue color changes, regardless of the date of the original application and modifications of color combinations and color schemes for administrative site plan applications which are five years or older from the date of approval may be approved by the Director of Planning administratively. The Director of Planning may refer minor hue color changes to the original approving body for consideration under a revision to the original application.

Subdivision IV. – Administrative Site Plan Modification

Sec. 30-110. ~~Reserved~~. Projects subject to administrative site plan – modification.

~~Editor's note(s)—Ord. No. 1906, § 31, adopted Oct. 25, 2022, repealed § 30-110, which pertained to Development Advisory Board (DAB) review and derived from Prior Code.~~

(a) Applications for administrative site plan – modification are required for commercial, industrial, and institutional projects with a previously approved administrative site plan entitlement that has not yet expired, is currently under construction or developed, and which may or may not involve the issuance of a building permit for construction, including:

(1) Major façade changes that include significant structural changes, such as the changes to the location of windows and doors, roof pitch or structure, building materials, etc.

(2) Major site plan changes, such as relocation of buildings, but not including the relocation or modifications to parking spaces where such relocation or modification reduces the number of parking spaces below the required number of parking spaces.

(3) The addition of square footage to a previously approved building totaling less than 1% of the total building area.

(b) Modifications to an administrative site plan shall be approved by the Director of Planning or his/her designee. Upon written request from an applicant, the Director of Planning shall have the discretion to determine if the proposed modification will be referred to the approving body for approval or approved administratively. The following parameters shall be used to guide the Director of Planning's decision:

(1) Changes to conditions of approval, increases in the square footage, and significant changes to either the site plan (such as changing the size, shape, or position of a building on a project site) or architectural elevations (such as changes in building height or massing, altering the exterior building materials, or adding or deleting elements like balconies, dormers, porches, etc.) shall be referred to the approving body for review and approval of an administrative site plan modification.

(2) Changes to the following may be reviewed and approved administratively by the Director of Planning:

a. Architectural features that are not significant in nature (i.e. window treatments, shifting of windows or minor changes in window size, decorative trim, or numbers, the shifting of parking spaces on site that do not reduce the number of required parking spaces below the

minimum required by the Article XI or the applicable specific plan, etc.)

b. Site improvements that enhance the site regarding the aesthetics, public safety and/or security.

c. Project features not visible from the public right-of-way and that do not result in a material change to the project's operational characteristics, scale intensity or fundamental design intent as originally approved.

(3) Within five years of the original administrative site plan application, color combinations and color schemes for commercial and industrial buildings shall not be modified or changed without prior approval of the original approving body by a revision to the original application. Minor hue color changes, regardless of the date of the original application and modifications of color combinations and color schemes for administrative site plan applications which are five years or older from the date of approval may be approved by the Director of Planning. The Director of Planning may refer minor hue color changes to the original approving body for consideration under a revision to the original application.

Subdivision II. – Design Review - Amendment

Sec. 30-125. Purpose.

(a) The purpose and intent of the design review, amendment process is to assure that projects comply with all applicable City standards and ordinances, and are not detrimental to the public health, safety, or welfare, or are materially injurious to properties or improvements in the immediate vicinity. Projects eligible for an amendment are for any non-expired approved entitlements for design review on undeveloped sites pursuant to the amendment procedures herein.

~~(b) Amendments to an approved design or administrative site plan review shall be approved by the approving body or the Director of Community Development or his/her designee. Upon written request from an applicant, the Director of Community Development shall have the discretion to determine if the proposed amendment will be referred to the approving body for approval or approved administratively. Administratively approved amendments to a design review originally approved by the Planning Commission shall be placed on the Planning Commission agenda under the Manager of Planning report for informational purposes. The following parameters shall be used to guide the Director of Planning's decision:~~

~~(1) Changes to conditions of approval, increases in the square footage, and significant changes to either the site plan or architectural elevations shall be referred to the approving body for review and approval~~

~~(2) Changes to architectural features that are not significant in nature such as window treatments, shifting of windows or minor change in window size or decorative trim, the shifting of parking spaces on site that do not reduce the number of required parking spaces or site improvements that enhance the site in regard to the aesthetics, public safety and/or security can be reviewed and approved administratively.~~

~~(3) Within five years of the original design review or administrative site plan application, color combinations and color schemes for commercial and industrial buildings shall not be modified or changed without prior approval of the original approving body by a revision to the original application. Minor hue color changes, regardless of the date of the original application and modifications of color combinations and color schemes for design reviews and administrative site plan applications which are five years or older from the date of approval may be approved by the Director of Community Development. The Director of Community Development may refer minor hue color changes to the original approving body for consideration under a revision to the original application. Appeals shall follow provisions of Section 30-33.~~

Sec. 30-128. ~~Reserved~~ Projects subject to design review - amendment.

~~Editor's note(s)—Ord. No. 1906, § 35, adopted Oct. 25, 2022, repealed § 30-128, which pertained to Development Advisory Board (DAB) review and derived from Prior Code.~~

(a) Applications for design review – amendment are required for projects with a previously approved design review entitlement that has not yet expired, is not under construction or developed, and which may or may not involve the issuance of a building permit for construction, including:

(1) Major façade changes that include significant structural changes, such as the changes to the location of windows and doors, roof pitch or structure, building materials, etc.

(2) Major site plan changes, such as relocation of buildings, but not including the relocation of or modifications to parking spaces where such relocation or modification reduces the number of parking spaces below the required number of parking spaces.

(3) The addition of square footage to a previously-approved building totaling less than 1% of the total building area.

(b) Amendments to an approved design review shall be approved by the Director of Planning or his/her designee. Upon written request from an applicant, the Director of Planning shall have the discretion to determine if the proposed amendment will be referred to the approving body for approval or approved administratively. Administratively approved amendments to a design review originally approved by the Planning Commission shall be placed on the Planning Commission agenda under the Director of Planning report for informational purposes. The following parameters shall be used to guide the Director of Planning's decision:

(1) Changes to conditions of approval, increases in the square footage, and significant changes to either the site plan or architectural elevations shall be referred to the approving body for review and approval of a design review.

(2) Changes to the following may be reviewed and approved administratively by the Director of Planning:

a. Architectural features that are not significant in nature (i.e. window treatments, shifting of windows or minor changes in window size, decorative trim, or numbers, the shifting of parking spaces on site that do not reduce the number of required parking spaces below the minimum required by the Article XI or the applicable specific plan, etc.)

b. Site improvements that enhance the site regarding the aesthetics, public safety and/or security.

c. Project features not visible from the public right-of-way and that do not result in a material change to the project's operational characteristics, scale intensity or fundamental design intent as originally approved.

(3) Within five years of the original design review or administrative site plan application, color combinations and color schemes for commercial and industrial buildings shall not be modified or changed without prior approval of the original approving body by a revision to the original application. Minor hue color changes, regardless of the date of the original application and modifications of color combinations and color schemes for design reviews and administrative site plan applications which are five years or older from the date of approval may be approved by the Director of Community Development. The Director of Community Development may refer minor hue color changes to the original approving body for consideration under a revision to the original application. Appeals shall follow provisions of Section 30-132.

Subdivision III. – Design Review Modification

Sec. 30-139. ~~Reserved~~ Projects subject to design review - modification.

~~Editor's note(s)—Ord. No. 1906, § 37, adopted Oct. 25, 2022, repealed § 30-139, which pertained to Development Advisory Board (DAB) review and derived from Prior Code.~~

(a) Applications for design review – modification are required for projects with a previously approved design review entitlement that has not yet expired, is under construction or already developed, and which may or may not involve the issuance of a building permit for construction, including:

(1) Major façade changes that include significant structural changes, such as the changes to the location of windows and doors, roof pitch or structure, building materials, etc.

(2) Major site plan changes, such as relocation of buildings, but not including the relocation or modifications to parking spaces where such relocation or modification reduces the number of parking spaces below the required number of parking spaces.

(3) The addition of square footage to a previously-approved building totaling less than 1% of the total building area.

(b) Modifications to an approved design review shall be approved by the approving body or the Director of Planning or his/her designee. Upon written request from an applicant, the Director of Planning shall have the discretion to determine if the proposed amendment will be referred to the approving body for approval or approved administratively. Administratively approved modifications to a design review originally approved by the Planning Commission shall be placed on the Planning Commission agenda under the Director of Planning report for informational purposes. The following parameters shall be used to guide the Director of Planning's decision:

(1) Changes to conditions of approval, increases in the square footage, and significant changes to either the site plan or architectural elevations shall be referred to the approving body for review and approval.

(2) Changes to the following may be reviewed and approved administratively by the Director of Planning:

a. Architectural features that are not significant in nature (i.e. window treatments, shifting of windows or minor changes in window size, decorative trim, or numbers, the shifting of parking spaces on site that do not reduce the number of required parking spaces below the

minimum required by the Article XI or the applicable specific plan, etc.)

b. Minor site improvements that enhance the site regarding the aesthetics, public safety and/or security.

c. Project features not visible from the public right-of-way and that do not result in a material change to the project's operational characteristics, scale intensity or fundamental design intent as originally approved.

(3) Within five years of the original design review application, color combinations and color schemes for commercial and industrial buildings shall not be modified or changed without prior approval of the original approving body by a revision to the original application. Minor hue color changes, regardless of the date of the original application and modifications of color combinations and color schemes for design reviews applications which are five years or older from the date of approval may be approved by the Director of Planning. The Director of Planning may refer minor hue color changes to the original approving body for consideration under a revision to the original application. Appeals shall follow provisions of Section 30-33.

DIVISION 18. – TEMPORARY USE

Sec. 30-256. - Types of temporary use applications and conditions.

A temporary use permit shall be required for the following activities and shall be subject to conditions established herein and any other additional conditions as may be prescribed by the Director of Planning. All such uses shall be subject to the sign regulations within Chapter 3 and zoning regulations within Chapter 30 of the Municipal Code.

…

(12) Temporary commercial buildings on active construction sites in the case of the reconstruction or remodeling of an existing commercial business. The following restrictions shall apply:

a. The Director of Planning may approve a temporary commercial building for the duration of the reconstruction or remodeling project or for up to a maximum period of one year. If the Director of Planning determines that extenuating circumstances have occurred during construction, a one-year extension may be granted.

b. A maximum of one temporary commercial building may be approved to operate a maximum of one business on the site. The business must be appropriately

licensed, operating in compliance with all City rules, regulations, and codes, and must have been in operation prior to the start of construction.

c. Installation of the temporary building may occur only after a valid building permit has been issued by the Building and Safety Department.

d. The temporary building installation must meet all requirements and regulations of the County Department of Environmental Health Services and all applicable City departments and other regulating agencies.

e. Temporary buildings installed under the provisions of this section shall be removed from the site within fourteen calendar days of the completion of, and issuance of the Certificate of Occupancy for, the commercial building on the site.

f. The temporary building shall not be installed on required vehicle parking and loading spaces as determined by Article XI. – On-Site Parking and Loading Regulations. Vehicle parking spaces provided on the subject site in excess of the requirements of Article XI may be considered for the installation of the temporary building.

g. The temporary building shall not obstruct access and/or drive aisles on the subject site.

h. Signage for the business on the site shall be reviewed and approved through the Temporary Use Permit and/or Design Review Sign process.

(~~12~~ 13) Other uses and activities that may be needed on a temporary basis or similar to subsections (1) through (~~10~~ 9) above as deemed appropriate by the Director of Planning.

DIVISION 22. – TIME EXTENSION, MAPPING AND PROJECT

Subdivision II. – Time Extension – Tentative Tract Maps

Sec. 30-310. - Authority.

The ~~Planning Commission~~ Director of Planning is authorized to approve or deny applications for time extension for tentative tract maps and to impose conditions upon such approval.

Table 30-359.A. – Land Uses

	Civic	Station Area	Downtown Gateway	Neighbor-hood	Multi-Family	Trans-itional	Sierra Gateway	Route 66 Gateway	Valley Gateway	Village
…										
Alcohol Beverage Sales										
Alcohol sales for off-site consumption, with or without tasting room	M	M	M	--	--	M	C	C	C	M
Alcohol sales for ~~O~~on-site ~~sales~~ consumption, in connection with restaurant/food hall ("Bona fide Public Eating Place", as defined by the Department of Alcoholic Beverage Control)	M	M	P[S]	--	--	M	P[S]	P[S]	P[S]	M
Alcohol sales for ~~O~~on-site ~~sales~~ consumption, in connection with restaurant/food hall ("Bona fide Public Eating Place", as defined by the Department of Alcoholic Beverage Control) and with entertainment and/or dancing	--	M	M	--	--	--	M	M	M	--
Alcohol sales for ~~O~~on-site ~~sales~~ consumption, with entertainment and/or dancing and not in connection with restaurant/food hall ("Bona fide Public Eating Place", as defined by the Department of Alcoholic Beverage Control)	--	--	C	--	--	--	C	C	C	--
Manufacturing, including winery or microbrewery with taking room and no restaurant	M	M	M	--	--	M	C	C	C	M
Micro-breweries in connection with restaurant (Brew Pub) (Bona fide Public Eating Place as defined by the Department of Alcohol Beverage Control)	M	M	M	--	--	M	C	C	C	M
Micro-breweries without tasting room	--	--	--	--	--	--	--	--	C	--
…										

ARTICLE III – FORM BASED CODE

DIVISION 3. – PERMITTED LAND USES

Sec. 30-360. Special use regulation.

…

(i) Alcohol sales for on-site consumption, in connection with a restaurant/food hall.

(1) A restaurant selling alcohol for on-site consumption shall not negatively impact adjoining uses as it relates to noise in excess of the maximum noise measurements established in the Fontana Municipal Code, debris generated by the restaurant or its' patrons not disposed of in appropriate receptacles, traffic impacting use of the public right-of-way, storage outside of an enclosed building, and hours of operation, nor shall it create any adverse effect on public health, safety or welfare.

(2) The establishment shall be operated in such a manner that sound emitted from the premises shall not be audible beyond the boundaries on which it is located:

a. All doors to the building shall remain closed except to allow for the entrance and exit of patrons and employees.

b. Any such alcohol sales use being established for the first time shall have no entrance or exit located within 100 feet of a residentially zoned or utilized property unless adequate sound attenuation measures have been undertaken to ensure sound measurements do not exceed the maximum measurements established in the Fontana Municipal Code or unless the entrance or exit is separated from the residentially zoned property by a public street.

c. A restaurant selling alcohol for on-site consumption should be a minimum of 600 feet away from an existing or proposed school, park, religious institution, hospital, youth facility or other similar uses.

ARTICLE V. – RESIDENTIAL ZONING DISTRICTS

DIVISION 4. DEVELOPMENT STANDARDS FOR PRIMARY DWELLINGS.

Sec. 30-447. Residential development standards.

The following development standards apply to multi-family residential development projects without a commercial component, which are proposed at minimum density of

24.1 to 39 dwelling units per acre within the multiple-family medium/high density residential (R-4) zoning district, and 39.1 to 50 dwelling units per acre in the multiple-family high density residential (R-5) zoning district.

Table No. 30-447 **Residential Development Standards**		
Maximum Density	**R-4**	**R-5**
Maximum permitted number of dwelling units per adjusted gross acre	24.1.0—39.0	39.1—50.0
Lot Dimensions for New Lots, Lot Size, and Lot Coverage	**R-4**	**R-5**
Minimum width at front P/L	200'	200'
Minimum depth	300'	300'
Minimum lot size (sq. ft.)	2 acres	2 acres
Maximum lot coverage (adjusted gross acreage of total site)	70%	70%
Multiple-Family Minimum Dwelling Size (Standard/Market Rate, Senior and Affordable)	**R-4**	**R-5**
Minimum dwelling unit in square feet	550 sq. ft.	550 sq. ft.
Maximum dwelling unit in square feet	1,800 sq. ft.	1,800 sq. ft.
Building Height	**R-4**	**R-5**
Multi-Family	55'	55'
Multi-Family Open Space Requirements	R-4	R-5
Open space, private ground/upper floor (sq. ft.), minimum	120/80	120/80
Open space, common, as a percentage of adjusted gross acreage of project area, minimum	30%	30%
Open space, useable, (combined total of private and common open space), as a percentage of adjusted gross acreage of project area, minimum	35%	35%

Notes:

(1) For existing legal lots smaller than this minimum, see Section 30-414 (lot size conformance).

(2) For the purpose of this section, subterranean or partial subterranean parking shall not be considered a floor/story for the purpose of determining building setbacks.

~~(3) For parcels located in the R-4 district, the number of bedrooms shall be limited to a maximum of two bedrooms per dwelling unit.~~

Sec. 30-448. Multiple-family building separation requirement.

Table No. 30-448 **Building Setback and Separation (in feet)**		
Front Setback, Building to Public Right-of-Way (streets)	**R-4**	**R-5**
Major or primary	5-foot	5-foot
Secondary or collector	5-foot	5-foot
Local	0-foot	0-foot

Corner Lot, Side Building Setback to P/L	**R-4**	**R-5**
Major or primary	5-foot	5-foot
Secondary or collector	5-foot	5-foot
Local	5-foot	5-foot
Corner Lot, Side Parking Setbacks to P/L	**R-4**	**R-5**
Major or primary	10-foot	10-foot
Secondary or collector	10-foot	10-foot
Local	10-foot	10-foot
Side Setback (interior), Building, Setback to Adjacent Zoning Districts	**R-4**	**R-5**
R-1	25-foot	25-foot
R-2 (Single-family use)	25-foot	25-foot
R-2 (Multi-family use)	15-foot	15-foot
R-3	10-foot	15-foot
R-4	0-foot	0-foot
R-5	0-foot	0-foot
R-PC, Single-family	75-foot	75-foot
R-PC, Specific plan (b) (single-family/multi-family)	25-foot/ 15-foot	25-foot/ 15-foot
R-E	75-foot	75-foot
P-PF	30-foot	30-foot
C-2	0-foot	0-foot
All other zoning districts, (C-1, RMU, and OS)	20-foot	20-foot
Parking Area and Drive Aisle Setbacks to Adjacent Zoning Districts	**R-4**	**R-5**
All residential	5-foot	5-foot
All other	5-foot	5-foot
Onsite Building to Building Setbacks	**R-4**	**R-5**
Front to front	30-foot	30-foot
Front to side	30-foot	30-foot
Front to rear	30-foot	30-foot
Rear to side	25-foot	25-foot
Rear to rear	20-foot	20-foot
Side to side	15-foot	15-foot
Oblique alignment		
Accessory Structure Setbacks and Separation (in feet)	**R-4**	**R-5**
In all cases	See Section No.30-461	

Notes:

(1) Building shall mean a structure containing dwelling units. For purpose of this table, building setback standards shall be for any building exceeding a single-story. Setback standards may be modified by other lettered notes herein.

(2) Subtract ten feet for a single-story dwelling unit or a multi-story dwelling unit having a single-story element with a depth of at least ten feet.
(3) All primary ground-floor common entries and individual dwelling unit entries fronting Foothill Blvd, Orange Way, Cypress Avenue or Valencia Avenue shall be oriented to the street, not the interior of the development or parking lot.
(4) On a case by case basis, the Community Development Director may require up to ten feet of additional building setback from all property lines to accommodate entrance stops, porches, patios and other architecture features, as well as landscaping areas.
(5) For the purpose of this table, accessory structure means a subordinate structure which is incidental to and is detached from the main building but is on the same lot and supports the primary use on-site. If an accessory structure is attached to the building by way of a continuation of the building roof, the accessory structure shall be considered an addition to the building.
(6) "Front" is defined as that face of the building or unit with a major glass area and/or major private recreation area and may include access to that private recreation area. This access may or may not relate to the primary entrance to the building that faces the public right-of-way or private drive aisle; therefore, some buildings may have more than one "front" under this definition.
(7) For the purpose of this table, zoning districts are not considered adjacent if separated by a dedicated public right-of-way or utility easement of more than 50 feet in width.
(8) Setback measured from building to property line.
(9) "Oblique alignment" is defined as the intersection of the parallel face of one building by the corner angle of a second building where said angle is greater than 25 percent. The corner angle of the intersecting building may encroach into the setback of the other building by up to five feet provided there is an equal or greater setback at the other end of the intersecting building. Such encroachment shall also be averaged so that for each building that is allowed to encroach into the setback, another building will offset such encroachment by an equal number of feet. (Where two buildings meet at corner angles, the side-to-front setback criteria shall be used.)
(10) Balconies, patios (uncovered and covered), patio fences/walls, porches, and similar like structures (as determined by the Director of Community Development) may project into the setback area up to a maximum of six feet, providing, however, that such structures shall never be separated by less than 15 feet (horizontal).
(11) The "rear" of a building is defined as the point or area farthest from the front. Where a building is identified to have two fronts the building may be considered not to have a rear facing.
(12) Setback from underdeveloped property in the R-2 zone shall be determined at the R-1 single-family zones development standard of 25 feet.
(13) Where a new building is to be constructed on a corner lot or intersection, a wraparound building design with an angled corner shall be utilized in order to maximize and encourage pedestrian activity.

(14) Parking setback may be decreased to zero for subterranean parking structures.

(15) The minimum building setback to the R-1 zoning district may be reduced to 10 feet for development within the R-4 overlay for projects developed consistent with the density requirements of the R-4 overlay and where the adjacent parcel is vacant and undeveloped.

ARTICLE VI. – COMMERCIAL AND MIXED USE ZONING DISTRICT

DIVISION 3. – USE REGULATIONS

Sec. 30-491. – Special use regulations*.

…

(22) Restaurant, With the Sale of Alcohol.

(1) A restaurant selling alcohol for on-site consumption shall not negatively impact adjoining uses as it relates to noise in excess of the maximum noise measurements established in the Fontana Municipal Code, debris generated by the restaurant or its' patrons not disposed of in appropriate receptacles, traffic impacting use of the public right-of-way, storage outside of an enclosed building, debris, traffic, storage, design and hours of operation, nor shall it create any adverse effect on public health, safety or welfare.

(2) The establishment shall be operated in such a manner that sound emitted from the premises shall not be audible beyond the boundaries on which it is located:

a. All doors to the building shall remain closed except to allow for the entrance and exit of patrons and employees.

b. Any such alcohol sales use being established for the first time shall have no entrance or exit located within 100 feet of a residentially zoned or utilized property unless adequate sound attenuation measures have been undertaken to ensure sound measurements do not exceed the maximum measurements established in the Fontana Municipal Code or unless the entrance or exit is separated from the residentially zoned property by a public street.

c. A restaurant selling alcohol for on-site consumption should be a minimum of 600 feet away from an existing or proposed

school, park, religious institution, hospital, youth facility or other similar uses.

Chapter 33 – CANNABIS BUSINESSES AND ACTIVITIES

Sec. 33-30. Additional operating regulations for storefront retail.

(a) No commercial cannabis retailer offering storefront purchase shall be located within 600 feet from another commercial cannabis storefront retailer. The distance specified in this section shall be the horizontal distance measured in a straight line from the property line of one commercial cannabis storefront retailer to the closest property line of the lot on which another commercial cannabis business is located without regard to intervening structures.

(b) Prior to dispensing medicinal cannabis or medicinal cannabis products to any person, the commercial medicinal cannabis business shall obtain verification from the recommending physician that the person requesting medicinal cannabis or medicinal cannabis products is a qualified patient, and shall maintain a copy of the physician recommendation or Identification Card as described in Health and Safety Code §§ 11362.71 through 11362.77, as may be amended from time to time, on site for period of not less than seven years.

(c) Storefront retailers also providing delivery shall comply with the requirements pertaining to deliveries in section 33-30 of this chapter.

(d) Commercial cannabis retailers selling medicinal cannabis shall verify the age and all necessary documentation of each customer to ensure the customer is not under the age of 18 years and that the potential customer has a valid doctor's recommendation. Adult use retailers shall verify the age of all customers to ensure persons under the age of 21 are not permitted on the premises. Entrances into the retailer shall be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system shall be utilized to limit access to and entry to the retailer to separate it from the reception or lobby area.

(e) Retailers may have only that quantity of cannabis and cannabis products reasonably anticipated to meet the demand readily available for sale on-site in the retail sales area of the retailer.

(f) All restroom facilities shall remain locked and under the control of management.

(g) A cannabis storefront retailer shall notify qualified patients, primary caregivers, and customers (verbally or by written agreement) and by posting of a notice or notices conspicuously in at least 15 point type within the permitted premises that state as follows:

(1) "The sale or diversion of cannabis or cannabis products without a permit issued by the City of Fontana is a violation of state law and the Fontana City Code."

(2) "Secondary sale, barter, or distribution of cannabis or cannabis products purchased from a permittee is a crime and can lead to arrest."

(3) "Patrons must not loiter in or near these premises and may not consume cannabis or cannabis products in the vicinity of this business or in any place not lawfully permitted. These premises and vicinity are monitored to ensure compliance."

(4) "Warning: the use of cannabis or cannabis products may impair a person's ability to drive a motor vehicle or operate heavy machinery."

(5) "CALIFORNIA PROP. 65 WARNING: Smoking of cannabis and cannabis-derived products will expose you and those in your immediate vicinity to cannabis smoke. Cannabis smoke is known by the State of California to cause cancer."

(6) Waste management. When managing cannabis goods, chemicals, hazardous or dangerous waste, Retailers are obligated to obtain all required permits, licenses, or other clearances and comply with all orders, laws, regulations, or other requirements of other regulatory agencies, including, but not limited to, local health agencies, regional water quality control boards, air quality management districts or air pollution control districts, local land use authorities, and fire authorities. The sale of cannabis waste is prohibited. Retailers shall maintain accurate and comprehensive records at the premises regarding cannabis waste that accounts for, reconciles, and provides evidence of, all activity related to the generation and disposal or deposition of cannabis waste.

(h) No cannabis goods shall be sold and/or delivered by any means or method to any person within a motor vehicle, except curbside delivery conducted pursuant to the following:

(1) A licensed retailer authorized to engage in storefront sales at their licensed premises may conduct sales through curbside delivery.

(2) Cannabis goods that have been purchased by a customer may be delivered to the customer in a vehicle at a location on the license retail premises, which is immediately outside the structure, and which is not located adjacent to the public right-of-way.

(3) Curbside delivery of cannabis goods must occur under video surveillance meeting the applicable operating procedures (including those submitted as part of the initial application process).

(4) Retail employees engaging in curbside delivery must verify each customer's age pursuant to Sec. 33-29(k).

NOTICE OF EXEMPTION

TO: ☒	Office of Land Use and Climate Innovation State Clearinghouse P. O. Box 3044, Room 113 Sacramento, CA 95812-3044	FROM: (Public Agency)	Name: Address: Telephone:	City of Fontana 8353 Sierra Ave, Fontana CA 92335 909-350-6568
☒	Clerk of the Board of Supervisors or County Clerk (Include County name) Address:			

1. Project Title:	**Master Case No. 25-0047, Municipal Code Amendment No. 25-0008**
2. Project Applicant (include address, telephone number and email address):	**City of Fontana, Planning Department, 8353 Sierra Avenue, Fontana, CA 92335, Cecily Session-Goins, Associate Planner, (909) 350-6723, csgoins@fontanaca.gov**
3. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	**Citywide, City of Fontana, County of San Bernardino**
4. (a) Project Location – City: Fontana	(b) Project Location – County: San Bernardino
5. Description of nature, purpose, and beneficiaries of Project:	**The project is Municipal Code Amendment No. 25-0008 - Fontana Municipal Code amendment to Chapters 26, 30 (Zoning and Development Code), and 33 pertaining to temporary use permits, entitlement requirements, restaurants serving alcohol, curbside delivery for retail storefront cannabis businesses, and residential development standards.**

6. Name of Public Agency approving project:	**City of Fontana**
7. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:	**City of Fontana** **8353 Sierra Avenue** **Fontana, CA 92335** **(909) 350-6718**
8. Exempt status: (check one)	
(a) ☐ Ministerial project.	(Pub. Resources Code § 21080(b)(1); State CEQA Guidelines § 15268)
(b) ☐ Not a project.	State CEQA Guidelines 15050(c)(2)-(3)
(c) ☐ Declared Emergency	(Pub. Resources Code § 21080(b)(3); State CEQA Guidelines § 15269(a))
(d) ☐ Emergency Project.	(Pub. Resources Code § 21080(b)(4); State CEQA Guidelines § 15269(b),(c))
(e) ☐ Categorical Exemption. State type and section number:	
(f) ☐ Statutory Exemption. State Code section number:	
(g) ☒ Other. Explanation:	This Ordinance is not a project pursuant to Section 15060(c), 15061(B)(3) (the common-sense exemption) and 15378 of the State of California Environmental Quality Act Guidelines, because it does not have potential for resulting in physical change in the environment, directly or indirectly. 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.
9. Reason why project was exempt:	**This project is a citywide amendment to Chapters 26, 30 and 33 of the Fontana Municipal Code pertaining to temporary use permits, entitlement requirements, restaurants serving alcohol, curbside delivery for retail storefront cannabis businesses, and residential development standards. There is no associated development with this project.**

10. Lead Agency Contact Person: Telephone:	**Cecily Session-Goins, Associate Planner** 909-350-6723
11. If filed by applicant: Attach Certificate of Determination (Form "B") before filing.	
12. Was a public hearing held by the Lead Agency to consider the exemption? Yes ☒ No ☐ If yes, the date of the public hearing was: August 19, 2025	

Date:

_____
Signature

Name: Rina Leung

Title: Senior Planner

☒ Signed by Lead Agency ☐ Signed by Applicant

Date Received for Filing:

(Clerk Stamp Here)

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

FONTANA
CALIFORNIA

CONTINUANCE OF NOTICE PUBLIC HEARING

- At the August 19, 2025 meeting, the Fontana Planning Commission continued the item to the meeting of September 16, 2025.

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 NUMBER (MCN) NO. 25-0047 - MUNICIPAL CODE AMENDMENT (MCA) NO. 25-0008

Review of amendments to Chapter 30 to modify multiple sections of the Zoning and Development Code, including modifications to the definition of and operating standards for restaurants, development standards for the multi-family medium/high density residential (R-4) zone, administrative procedures pertaining to administrative site plan and design review entitlements; and modifications to Chapter 30 include establishment of a Paseo Overlay District; modification to Chapter 26 pertaining to time extension for tentative maps; and modification to Chapter 33 to provide standards for curbside delivery for cannabis retail storefront businesses.

Environmental Determination: This Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, Section No. 3.22 and 3.07 of the 2019 Local Guidelines for Implementing CEQA, because it does not have potential for resulting in physical change in the environment, directly or indirectly. 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.

Location of Property: Citywide

Date of Hearing: August 19, 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

FONTANA
CALIFORNIA

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.

Publish: July 28, 2025
¼ Page

PH-B Master Case No. 25-0047 and Municipal Code Amendment No. 25-0008: Fontana Municipal Code amendments to Chapter 30 to modify multiple sections of the Zoning and Development Code, including modifications to the definition of and operating standards for restaurants, development standards for the Multi-Family Medium/High Density Residential (R-4) zone, administrative procedures pertaining to administrative site plan and design review entitlements; modification to Chapter 26 pertaining to time extensions for tentative maps; and modification to Chapter 33 to provide additional delivery standards for cannabis retail storefront businesses. (Continued from August 19, 2025).
Chair Sanchez opened the Public Hearing.

Cecily Session-Goins, Associate Planner, presented the staff report.

Chair Sanchez asked if "curbside delivery of cannabis" meant literal curbside handoff similar to UberEats. Associate Planner Session-Goins clarified it refers to a "Target drive-up" model, limited to pre-ordered products brought to customers' vehicles on the retailer's premises, with no other vehicle-based sales permitted.

No written correspondence was received.

No one spoke in favor or in opposition.

The Public Hearing was closed.

RECOMMENDATION:

Based on the information in the staff report, staff recommends that the Planning Commission approve Resolution No. PC 2025-029; and,

1. **Determine that the proposed Ordinance is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c), 15061(B)(3) (the common-sense exemption), and 15378 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,**

2. **Approve a resolution recommending that the City Council adopt an Ordinance for Municipal Code Amendment (MCA) No. 25-0008 to amend Chapters 26, 30, and 33 of the Municipal Code.**

ACTION: Motion was made by Commissioner Keetle and seconded by Secretary Armendarez and passed by a vote of 4-0 to approve Public Hearing Item "B" and adopt Resolution No. PC 2025-029.

ATTACHMENT NO. 3

The motion carried by the following vote:

AYES: Chair Sanchez, Secretary Armendarez, Commissioners Keetle and Lozano
NOES: None; ABSTAIN: None; ABSENT: Vice Chair Quintana

NOTICE OF EXEMPTION

TO: ☒	Office of Land Use and Climate Innovation State Clearinghouse P. O. Box 3044, Room 113 Sacramento, CA 95812-3044	FROM: (Public Agency)	Name: Address: Telephone:	City of Fontana 8353 Sierra Ave, Fontana CA 92335 909-350-6568
☒	Clerk of the Board of Supervisors or County Clerk (Include County name) Address:			

1. Project Title:	**Master Case No. 25-0047, Municipal Code Amendment No. 25-0008**
2. Project Applicant (include address, telephone number and email address):	**City of Fontana, Planning Department, 8353 Sierra Avenue, Fontana, CA 92335, Cecily Session-Goins, Associate Planner, (909) 350-6723, csgoins@fontanaca.gov**
3. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	**Citywide, City of Fontana, County of San Bernardino**
4. (a) Project Location – City: Fontana	(b) Project Location – County: San Bernardino
5. Description of nature, purpose, and beneficiaries of Project:	**The project is Municipal Code Amendment No. 25-0008 - Fontana Municipal Code amendment to Chapters 26, 30 (Zoning and Development Code), and 33 pertaining to temporary use permits, entitlement requirements, restaurants serving alcohol, curbside delivery for retail storefront cannabis businesses, and residential development standards.**

6. Name of Public Agency approving project:	**City of Fontana**
7. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:	**City of Fontana** **8353 Sierra Avenue** **Fontana, CA 92335** **(909) 350-6718**
8. Exempt status: (check one)	
(a) ☐ Ministerial project.	(Pub. Resources Code § 21080(b)(1); State CEQA Guidelines § 15268)
(b) ☐ Not a project.	State CEQA Guidelines 15050(c)(2)-(3)
(c) ☐ Declared Emergency	(Pub. Resources Code § 21080(b)(3); State CEQA Guidelines § 15269(a))
(d) ☐ Emergency Project.	(Pub. Resources Code § 21080(b)(4); State CEQA Guidelines § 15269(b),(c))
(e) ☐ Categorical Exemption. State type and section number:	
(f) ☐ Statutory Exemption. State Code section number:	
(g) ☒ Other. Explanation:	This Ordinance is not a project pursuant to Section 15060(c), 15061(B)(3) (the common-sense exemption) and 15378 of the State of California Environmental Quality Act Guidelines, because it does not have potential for resulting in physical change in the environment, directly or indirectly. 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.
9. Reason why project was exempt:	**This project is a citywide amendment to Chapters 26, 30 and 33 of the Fontana Municipal Code pertaining to temporary use permits, entitlement requirements, restaurants serving alcohol, curbside delivery for retail storefront cannabis businesses, and residential development standards. There is no associated development with this project.**

10. Lead Agency Contact Person: Telephone:	**Cecily Session-Goins, Associate Planner** 909-350-6723
11. If filed by applicant: Attach Certificate of Determination (Form "B") before filing.	
12. Was a public hearing held by the Lead Agency to consider the exemption? Yes ☒ No ☐ If yes, the date of the public hearing was: October 14, 2025	

Date:

_____
Signature

Name: Rina Leung

Title: Senior Planner

☒ Signed by Lead Agency ☐ Signed by Applicant

Date Received for Filing:

(Clerk Stamp Here)

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

FONTANA
CALIFORNIA

NOTICE PUBLIC HEARING

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Review of amendments to Chapter 30 to modify multiple sections of the Zoning and Development Code, including modifications to the definition of and operating standards for restaurants, development standards for the multi-family medium/high density residential (R-4) zone, administrative procedures pertaining to administrative site plan and design review entitlements; modification to Chapter 26 pertaining to time extension for tentative maps; and modification to Chapter 33 to provide standards for curbside delivery for cannabis retail storefront businesses.

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Location of Property: Citywide

Date of Hearing: October 14, 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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FONTANA
CALIFORNIA

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Publish: October 3, 2025
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File #: 25-0511
Agenda #: B.

Agenda Date: 10/14/2025
Category: Public Hearing

FROM:
Finance

SUBJECT:
Quarterly Lien Action for Delinquent Sewer, Solid Waste and Weed Abatement Accounts

RECOMMENDATION:

1. Authorize staff to complete and record lien against real property for those sewer accounts sixty days or more delinquent, solid waste accounts more than ninety days delinquent, and for properties with delinquent weed abatement charges outstanding as described in attached resolutions and written reports and to direct staff to file for the recording of liens for such properties.

2. Adopt **Resolution No. 2025-100,** of the City Council of the City of Fontana authorizing the collection of certain annual wastewater and solid waste service charges, including delinquent charges for each service, on the County property tax rolls and determining and record liens against current delinquent parcels.

3. Adopt **Resolution No. 2025-101** 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 written reports (one each for sewer, solid waste and weed abatement) are on file with the City Clerk. Each property owner has had notification provided as required by state law 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	217	$66,805.65	$4,521,656.73
Solid Waste*	86	$35,509.94	$9,636,503.12
Weed Abatement	30	$10,831.10	$4,301,003.15

*Collections are payable to Burrtec Waste and should be made directly to them.
Numbers subject to change if payments are collected

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 subject to having the remaining amounts placed on the property tax rolls for collection through separate City Council action.

FISCAL IMPACT:
The approval of this item will result in liens totaling approximately $113,146.69 being recorded with the San Bernardino County Recorder's Office and other applicable County offices. These recorded liens will remain in effect until paid and, if still unpaid, will be included in the City's next annual process to place delinquent charges on the County property tax roll for collection. This action will help prevent increases in customer charges due to uncollectible accounts. The Sewer lien list receivable amount has been included as revenue in the Sewer Operations Maintenance Fund for current and prior budget periods. Recording the solid waste liens strengthens Fontana solid waste's ability to collect, thereby increasing the amount generated by the 12 % franchise fee remitted to the City

MOTION:
Approve staff recommendation.

RESOLUTION NO. 2025-100

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, AUTHORIZING THE COLLECTION OF CERTAIN ANNUAL WASTEWATER AND SOLID WASTE SERVICE CHARGES, INCLUDING DELINQUENT CHARGES FOR EACH SERVICE, TO BE COLLECTED ON THE SAN BERNARDINO COUNTY ANNUAL PROPERTY TAX ROLL, DETERMINING THAT CURRENT DELINQUENT CHARGES CONSTITUTE A LIEN UPON PROPERTY, AND MAKING CERTAIN FINDINGS AND TAKING OTHER ACTIONS RELATED THERETO

WHEREAS, the City of Fontana (the "City") City Council (the "City Council") has by prior resolutions established rates and charges for the provision of sewer and wastewater services (the "Wastewater Charges") and solid waste collection services (the "Solid Waste Charges") (collectively, the Wastewater Charges and Solid Waste Charges are the "Charges"); and

WHEREAS, pursuant to section 5473 *et seq.* of the Health and Safety Code, the City may collect the Charges, including delinquent Charges, on the San Bernardino County (the "County") annual property tax roll in the same manner, at the same time as, together and not separately from, its general taxes; and

WHEREAS, pursuant to section 5473 of the Health and Safety Code, the City Council desires to authorize the collection of the Charges for both the wastewater and solid waste services on the tax roll; and

WHEREAS, the City Council further desires to authorize the collection of any delinquent Charges for both the wastewater and solid waste services on the tax roll pursuant to Health and Safety Code, section 5473a, and further desires at this time to record a lien against parcels of property currently delinquent with said wastewater and solid waste service Charges and has caused to be prepared a written report for each Charge (each a "Written Report"), copies of which are attached hereto as Exhibit "A" and Exhibit "B" and by this reference incorporated herein, to be prepared and filed with the City Clerk containing the description of each real property parcel which has delinquent Charges outstanding and the amount of the Wastewater Charges and Solid Waste Charges thereon; and

WHEREAS, the City Clerk caused a notice of the filing of the Written Reports and of the time and place of the public hearing thereon to be published in a newspaper of general circulation all in accordance with section 5473.1 of the Health and Safety; and

WHEREAS, the City has also provided written notice to each parcel of property subject to the lien for delinquent Charges pursuant to section 5473.1; and

WHEREAS, at the time stated in the notice being the 14th day of October, 2025, at 2:00 p.m., the City Council conducted the public hearing on the Written Reports and heard and considered all objections or protests thereto, and has determined and hereby finds that protests have not been made by the owners of a majority of the separate parcels of real property described in the Written Reports for any delinquent Charges; and

WHEREAS, approval of this Resolution shall authorize the collection of Wastewater Charges and Solid Waste Charges, including any delinquent Wastewater Charges and Solid Waste Charges on the County property tax rolls each year and shall constitute a lien against the parcel or parcels of land in accordance with section 5473 *et seq.* of the Health and Safety Code; and

WHEREAS, approval of this Resolution shall also constitute a lien against the delinquent parcels of land included in the attached Written Reports in accordance with section 5473 *et seq.* of the Health and Safety Code.

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

Section 1. Recitals. The City Council hereby finds and determines that the above recitals are true and correct and are incorporated herein by this reference.

Section 2. Authorization. The City Council hereby authorizes the collection of the Wastewater Charges and Solid Waste Charges in the future on the County property tax roll, including any delinquent Wastewater Charges and Solid Waste Charges, to be imposed thereon, and this Resolution has been adopted by at least two-thirds of the members of the City Council.

Section 3. Written Report Approval. The Written Reports filed with the City Clerk contain the description of each real property parcel which is currently delinquent in the payment of the Wastewater Charges and Solid Waste Charges and the Written Reports are therefore approved and adopted.

Section 4. County Recorder's Office. The City Clerk, or designee thereof, is hereby directed to file for record with the County Recorder's Office a copy of the Written Reports, with a statement endorsed thereon over his or her signature that the Written Reports have been fully adopted by the City Council, together with a certified copy of this Resolution, and shall request that they be recorded as a lien against the parcels contained therein.

Section 5. County Tax Roll. The Wastewater Charges and Solid Waste Charges, including any delinquent Wastewater Charges and Solid Waste Charges, shall be forwarded to the County Tax Collector for collection on the County Property tax roll in the same manner, by the same person, at the same time, together with and not separate from the general taxes, against the property to which they relate, and shall constitute liens on the property in the amount of the Charges, including any delinquent Charges, to be added to the tax bill next levied against each property.

Section 6. Future Proceedings. The City Council shall comply with section 5473 *et seq.* and cause to be prepared the written report each year the Charges are to be enrolled on the property tax roll pursuant to section 5473 and 5473a of the Health and Safety Code, and the City Clerk shall cause a notice of public hearing pursuant to section 5473.1 of said code each year in compliance with the Health and Safety Code.

Section 7. CEQA. This action has been reviewed per the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the City's environmental regulations. The City, acting as the lead agency, determined that the resolution is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change to the environment as there is no possibility that the action would result in a significant environmental impact, and because it does not constitute a “project” as defined in Section 15378 of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3.

Section 8. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

Section 9. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of October, 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 held on the 14th day of October, 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"

WRITTEN REPORT OF ASSESSOR'S PARCELS

DELINQUENT WASTEWATER SERVICE CHARGES

[Report Attached on Following Pages]

EXHIBIT "B"

WRITTEN REPORT OF ASSESSOR'S PARCELS

DELINQUENT SOLID WASTE SERVICE CHARGES

[Report Attached on Following Pages]

110064104	7353 Siena	Nyong	80.04
019211257	17494 Seville	Munoz, Jorge	80.04
023658143	11742 Rustic	Landeros, David A	160.08
023639162	11848 Rancherias	Kilfoil, Cathy	80.04
019218210	17165 Arrow	Sorour, Sam	182.74
019127416	16889 Arrow	Mueller, David	365.46
025123102	9813 Oleander	Austin, Mary	160.08
019130229	16806 Merrill	Andrade, Cristian	182.74
019231101	17509 Foothill	Melia Holdings LLC	844.14
019311134	16629 Merrill	Cardenas, Junior	365.46
023708112	15305 Manila	Ohana-ohai Llc	487.34
110726147	15218 Summit	G & I XI FALCON RIDGE LP	124.59
019104131	16178 Arrow	Lang, Thomas	91.37
019213312	17602 Arrow	Guzman, Tina	365.46
023713119	15101 Santa Ana	Columbia Ca Santa Ana Ind Llc	531.64
023618122	11060 Cherry	1905 Dennison St LLC	365.46
019217106	8867 Sierra	A & S Prof Real Estate Llc	182.74
023507210	15170 Valley	Prime Point Property Corp	91.37
023507212	15252 Valley	Prime Point Property Corp	274.10
023605230	14540 Slover	Trotter, Ronald	182.74
025125157	16491 Valley	Tsehridis, Stavros	365.46
111922145	16927 Sierra Lakes	SJ CAPITAL LLC	4,860.70
023718112	15750 Jurupa	Dct Property Management Llc	730.92
111808370	5601 Montelena	Gabion Ranch Master Association	540.08
023704319	15551 Boyle	First Industrial LP	121.84
111922167	6233 Sierra	Jet Speed Express LLC	1,080.15
023514106	15762 Valley	Valley Boulevard Fontana Holding Group	182.74
025120309	16726 Slover	March Bachli	243.68
024623113	18083 Foothill	Thrifty Oil #191	776.21
025114128	16288 Boyle	CIVF VI-CA 1W02 LLC	1,023.52
022826255	14921 Gallery	Highland Park of Fontana Community Assoc	639.56
023608149	13930 Santa Ana	Duke Realty Calabash LP	3,098.11
023420113	10268 Almond	CAL EAST NAT LLC	157.02
023806311	13479 Valley	Campbell Hawaii Investor Llc	822.42
023806311	13479 Valley	Campbell Hawaii Investor Llc	548.29
Total APN	**217**	**Total Past Due**	**66,805.65**

Resolution No. ___

EXHIBIT "B"

WRITTEN REPORT OF ASSESSOR'S PARCELS

DELINQUENT SOLID WASTE SERVICE CHARGES

Parcel Num	Property Address	Past Due	Admin Fee	Total Amount
0190161100000	8015 Juniper Ave	234.98	30.30	265.28
0190241020000	17154 Foothill Blvd	233.28	30.30	263.58
0190321330000	17696 Foothill Blvd	466.56	30.30	496.86
0191011140000	16205 Foothill Blvd	443.40	30.30	473.70
0191011170000	16235 Foothill Blvd	147.80	30.30	178.10
0191274250000	8558 Sierra Ave	317.76	30.30	348.06
0191302290000	16806 Merrill Ave	139.02	30.30	169.32
0192011050000	8185 Sierra Ave	94.88	30.30	125.18
0192011060000	8171 Sierra Ave	780.18	30.30	810.48
0192133120000	17606 Arrow Blvd	544.68	30.30	574.98
0192151040000	8665 Sierra Ave	139.02	30.30	169.32
0192171030000	8891 Sierra Ave	683.70	30.30	714.00
0192221380000	17487 Arrow Blvd	1,250.79	30.30	1,281.09
0193092200000	8961 Cypress Ave	248.79	30.30	279.09
0193101150000	9284 Pepper Ave	95.30	30.30	125.60
0193201180000	16541 Randall Ave	72.30	30.30	102.60
0194032340000	9255 Sierra Ave	529.24	30.30	559.54
0194091010000	9399 Sierra Ave	42.69	30.30	72.99
0194101060000	9433 Sierra Ave	443.40	30.30	473.70
0194431420000	9098 Alder Ave	108.45	30.30	138.75
0226074220000	4717 Roadrunner Rd			138.75

		108.45	30.30	
0226754230000	15770 Caterpillar Dr	216.90	30.30	247.20
0226754430000	15808 Caterpillar Dr	133.74	30.30	164.04
0226763050000	15964 Sparrow Ct	232.06	30.30	262.36
0226763200000	15932 Sparrow Ct	100.90	30.30	131.20
0226763210000	15930 Sparrow Ct	108.45	30.30	138.75
0228194050000	6967 Mallow Dr	132.94	30.30	163.24
0228194080000	6967 Mallow Dr	167.84	30.30	198.14
0228194100000	6985 Mallow Dr	199.41	30.30	229.71
0228263530000	6589 Grotto Ln	108.45	30.30	138.75
0232191150000	16045 Dorsey Ave	314.72	30.30	345.02
0235131160000	15662 Valley Blvd	624.59	30.30	654.89
0235141060000	15762 Valley Blvd	564.84	30.30	595.14
0235152090000	15944 Valley Blvd	544.68	30.30	574.98
0236052450000	10466 Redwood Ave	699.84	30.30	730.14
0236061050000	14838 Boyle Ave	544.68	30.30	574.98
0236122030000	14643 Aliso Dr	386.20	30.30	416.50
0236122220000	10691 Cherry Ave	89.79	30.30	120.09
0237043190000	15551 Boyle Ave	627.98	30.30	658.28
0237061390000	15033 Slover Ave	233.28	30.30	263.58
0237201250000	11617 Cherry Ave	465.70	30.30	496.00
0238091610000	10509 Business Dr	233.28	30.30	263.58
0238111450000	11016 Mulberry Ave	1,308.09	30.30	1,338.39
0238171390000	13205 Marlay Ave	363.12	30.30	393.42
0240161080000	7093 Mango Ave	166.56	30.30	196.86
0243101200000	17792 Foothill Blvd	118.78	30.30	149.08

0246121010000	17715 Arrow Blvd	686.05	30.30	716.35
0246163130000	18013 Arrow Blvd	233.97	30.30	264.27
0251111260000	17270 Valley Blvd	77.99	30.30	108.29
0251111330000	10022 Palmetto Ave	838.86	30.30	869.16
0251121080000	16277 Valley Blvd	69.68	30.30	99.98
0251251570000	16491 Valley Blvd	323.70	30.30	354.00
0255021330000	16477 Slover Ave	620.73	30.30	651.03
0255071550000	11281 Citrus Ave	676.51	30.30	706.81
0255271070000	10557 Juniper Ave	699.84	30.30	730.14
0255271080000	10557 Juniper Ave	1,132.85	30.30	1,163.15
0256131110000	11520 Armstrong Rd	233.28	30.30	263.58
1100121540000	8030 Cherry Ave	766.47	30.30	796.77
1100771080000	7391 East Ave	299.99	30.30	330.29
1107262530000	15800 S Park Ln	482.37	30.30	512.67
1107551100000	16043 Jaegar Ln	151.06	30.30	181.36
1110071580000	7540 Periwinkle Dr	104.37	30.30	134.67
1118413140000	16714 Camphor St	108.45	30.30	138.75
1118413160000	16702 Camphor St	108.45	30.30	138.75
1118435010000	16782 Fern Pine St	75.35	30.30	105.65
1118442530000	16583 Quince Ln	108.45	30.30	138.75
1118444200000	16603 Marjoram Way	108.45	30.30	138.75
1118444450000	16628 Quince Ln	108.45	30.30	138.75
1118462430000	16771 Tangerine Way	108.45	30.30	138.75
1119221590000	6183 Sierra Ave	1,347.39	30.30	1,377.69
Total APN	**70**			**27,403.65**

Updated as of October 7th 2025-Customers have paid since the notice of potential lien

RESOLUTION NO. 2025-101

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, ADOPTING A 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, Chapter 28 *et. seq.* and California Government Code Section 39501 *et seq.*; and

WHEREAS, California Government Code Section 39501 *et seq.* specifically authorizes the legislative body of a city to require the removal of weeds, rubbish, and other refuse from private property, and to recover the costs of abatement by imposing a special assessment against the property on the County of San Bernardino ("County") annual property tax rolls and recording a lien against the property; and

WHEREAS, the City has conducted such weed abatement for certain property in the City, certain properties remain delinquent in the payment of the weed abatement costs and now the City Council desires to record a lien against such properties pursuant to Government Code Section 39560 *et seq.*; and

WHEREAS, the City Clerk has caused to be prepared a report containing the properties and the amount of the delinquent weed abatement costs ("Written Report"), which is on file with the City Clerk, attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the City Clerk has previously caused notice to be provided to each property owner pursuant to Section 39560 *et seq.,* and the City has posted a copy of the Written Report pursuant to Section 39575; and

WHEREAS, at the time stated in the notice being the 14th day of October, 2025, at 2:00 p.m., the City Council discussed and considered all objections to the expenses and other costs of abatement which have remained unpaid to date, as specified in the Written Report; and

WHEREAS, the City Council now desires to confirm and approve the Written Report and record a lien against such delinquent properties.

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. Written Report Approval. The Written Report filed with the City Clerk contains the description of each real property parcel which is currently delinquent in the

payment of the weed abatement costs and the amount of such costs, and the Written Report is hereby approved and adopted.

Section 3. County Recorder's Office. The City Clerk, or designee thereof, is hereby directed to file for recording with the County Recorder's Office a copy of the Written Report, with a statement endorsed thereon over his or her signature that the Written Report has been fully adopted by the City Council, together with a certified copy of this Resolution, and shall request that there be recorded a lien against the parcels contained therein.

Section 4. County Tax Roll. The delinquent weed abatement costs, shall be forwarded to the County Tax Collector for collection on the County property tax roll in the same manner, by the same person, at the same time, together with and not separate from the general taxes, against the property to which they relate, and shall constitute liens on the property in the amount of the delinquent charges, to be added to the property tax bill next levied against each property**.**

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.

Section 7. 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 8. Effective Date. This Resolution shall become effective immediately.

APPROVED AND ADOPTED this 14th day of October, 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 held on the 14th day of October, 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"

WRITTEN REPORT OF ASSESSOR'S PARCELS

DELINQUENT WEED ABATEMENT CHARGES

[Report Attached on Following Pages]

EXHIBIT "A"

WRITTEN REPORT OF ASSESSOR'S PARCELS

DELINQUENT WEED ABATEMENT CHARGES

APN	Name	Property Address	Due Amt
023909512	LCD Sierra Crest LLC	SIERRA AVE	93.00
023609136	SNL IOV 10631 Banana Owner LLC	10631 BANANA AVE	100.45
024324141	DIAR LLC	18289 MONTGOMERY AVE	93.00
025116420	Duke Realty Limited Partnership	16374 SLOVER AVE	81.90
025116423	Duke Realty Limited Partnership	FALL 2023 ABATEMENT SEASON	266.00
025116404	Duke Realty Limited Partnership	FALL 2023 ABATEMENT SEASON	266.00
025116403	Duke Realty Alder LP	16409 BOYLE AVE	266.00
025116410	Duke Realty Limited Partnership	16395 BOYLE AVE	266.00
025116414	Duke Realty Limited Partnership	10447 OLEANDER AVE	266.00
025116412	Duke Realty Limited Partnership	10475 OLEANDER AVE	266.00
025116416	Duke Realty Limited Partnership	16321 BOYLE AVE	266.00
025116415	Duke Realty Limited Partnership	16345 BOYLE AVE	266.00
025116302	Duke Realty Limited Partnership	16310 BOYLE AVE	266.00
025116303	Duke Realty Limited Partnership	10375 OLEANDER AVE	266.00
025116411	Duke Realty Limited Partnership	16357 BOYLE AVE A	266.00
025116304	Duke Realty Limited Partnership	10367 OLEANDER AVE	266.00
025116305	Duke Realty Limited Partnership	FALL 2023 ABATEMENT SEASON	266.00
025116306	Duke Realty Limited Partnership	16346 BOYLE AVE	266.00

025116307	Duke Realty Limited Partnership	16368 BOYLE AVE	266.00
025116308	Duke Realty Limited Partnership	16396 BOYLE AVE	266.00
025116309	Duke Realty Limited Partnership	16434 BOYLE AVE	266.00
025116310	Duke Realty Limited Partnership	16464 BOYLE AVE	266.00
025116313	Duke Realty Limited Partnership	16484 BOYLE AVE	266.00
025116301	Duke Realty Limited Partnership	16326 BOYLE AVE	266.00
025116425	Duke Realty Limited Partnership	16470 SLOVER AVE	266.00
024622129	Liborio, Carlos Leyva	17716 SEVILLE AVE	266.00
024014121	Arambula, Arnulfo	16928 BASELINE AVE	266.00
023314109	Minnie Youngblood	16015 ATHOL ST	1,302.60
023712207	Duke Realty Limited Partnership	14970 JURUPA AVE	1,943.20
019312104	New Legacy Development Corp	9130 JUNIPER AVE A	1,099.20
Total APN	**30**	**Total Amount**	**10,831.35**

8353 Sierra Avenue
Fontana, CA 92335

File #: 25-0556
Agenda #: C.

Agenda Date: 10/14/2025
Category: Public Hearing

FROM:
Building & Safety

SUBJECT:
First reading and set public hearing for Adoption of the 2025 Edition of the California Building Standards Code and Corresponding Base Model Codes.

RECOMMENDATION:

1. Determine that the adoption of the ordinance of the City of Fontana adding, amending and deleting certain articles, sections and subsections of Chapter 5 of the Code of the City of Fontana, California pertaining to the construction and maintenance of buildings, and adopting the 2025 Edition of the California Building Standards Code, known as the California Code of Regulations, Title 24, consisting of the California Building Code, Volumes 1 & 2, based on the 2024 International Building Code; the California Plumbing Code, based on the 2024 Uniform Plumbing Code; the California Electrical Code, based on the 2023 National Electrical Code; the California Mechanical Code, based on the 2024 Uniform Mechanical Code; the California Wildland-Urban Interface Code based on the 2024 International Wildland-Urban Interface Code; the California Existing Building Code, based on the 2024 International Existing Building Code; the California Green Building Standards Code; the California Residential Code, based on the 2024 International Residential Code; and the 2024 Edition of the International Property Maintenance Code is exempt from further environmental review under Section 15061(b)(3) of the State CEQA guidelines, projects with no possibility of significant effects upon the environment, and direct staff to file a notice of exemption.

2. Waive further reading of and introduce **Ordinance No. 1975**, an ordinance of the City of Fontana adding, amending and deleting certain articles, sections and subsections of Chapter 5 of the Code of the City of Fontana, California pertaining to the construction and maintenance of buildings, and the 2025 Edition of the California Building Standards Code, known as the California Code of Regulations, Title 24, consisting of the California Building Code, Volumes 1 & 2, based on the 2024 International Building Code; the California Plumbing Code, based on the 2024 Uniform Plumbing Code; the California Electrical Code, based on the 2023 National Electrical Code; the California Mechanical Code, based on the 2024 Uniform Mechanical Code; the California Wildland-Urban Interface Code based on the 2024 International Wildland-Urban Interface Code; the California Existing Building Code, based on the 2024 International Existing Building Code; the California Green Building Standards Code; the California Residential Code, based on the 2025 International Residential Code; and the 2025 Edition of the International Property Maintenance Code; and that the reading of the title constitute the first reading thereof.

COUNCIL GOALS:

- To improve public safety by incorporating current technologies in the construction and maintenance of buildings, housing and fire prevention into the City's building codes. promote economic development by being business friendly through the reduction of local amendments to the adopted codes.

DISCUSSION:
The California Health and Safety Code requires the City to update its codes, laws, and ordinances regulating building construction to keep up with the latest edition of the California Building Standards Code, known as the California Code of Regulations, Title-24. The 2025 California Building Standards Code - based on the 2024 editions of the model codes - was adopted by the California Building Standards Code with an effective date of January 1, 2026. The proposed Ordinance will adopt the 2025 Edition of the California Building Standards Code, which consists of the California Building Code, California Plumbing Code, California Electrical Code, California Mechanical Code, California Existing Building Code, California Green Building Standards Code, and California Residential Code. The adoption of these codes will bring the City into compliance with State law, and incorporate current technologies in the construction and maintenance of buildings, housing and fire prevention into the City's building codes.

There are no new or increased fees being proposed with this ordinance.

The proposed Ordinance is substantially the same Ordinance as the Ordinance that adopted the previous editions of the California Building Standards Code except for the adoption of the California Wildland-Urban Interface Code.

The City Attorney has reviewed the proposed Ordinance and comments from the City Attorney have been received and incorporated into the proposed Ordinance. Copies of the Codes that are being considered for adoption are filed in the Clerk's Office of the City and are open to public inspection as required by Government Code Section 50022.6.

The required Notice of Hearing has been prepared pursuant to Government Code Section 50022.3.

FISCAL IMPACT:
None.

MOTION:
Approve staff recommendation.

ATTACHMENTS:
1. Proposed Ordinance
2. Hearing Notice

ORDINANCE NO. 1975

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA REVISING, PURSUANT TO AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, CERTAIN PROVISIONS OF CHAPTER 5 OF THE FONTANA MUNICIPAL CODE RELATING TO THE CONSTRUCTION AND MAINTENANCE OF BUILDINGS, AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE, KNOWN AS THE CALIFORNIA CODE OF REGULATIONS, TITLE 24, CONSISTING OF THE CALIFORNIA BUILDING CODE, VOLUMES 1 & 2, BASED ON THE 2024 INTERNATIONAL BUILDING CODE; THE CALIFORNIA PLUMBING CODE, BASED ON THE 2024 UNIFORM PLUMBING CODE; THE CALIFORNIA ELECTRICAL CODE, BASED ON THE 2023 NATIONAL ELECTRICAL CODE; THE CALIFORNIA MECHANICAL CODE, BASED ON THE 2024 UNIFORM MECHANICAL CODE; THE CALIFORNIA EXISTING BUILDING CODE, BASED ON THE 2024 INTERNATIONAL EXISTING BUILDING CODE; THE CALIFORNIA GREEN BUILDING STANDARDS CODE; THE CALIFORNIA RESIDENTIAL CODE, BASED ON THE 2024 INTERNATIONAL RESIDENTIAL CODE; THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE BASED ON THE 2024 INTERNATIONAL WILDLAND-URBAN INTERFACE CODE AND THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE

WHEREAS, the City of Fontana, California (the "City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, in December 2024 and February 2025, the State Building Standards Commission reviewed and approved the 2025 edition of the California Building Standards Code (Title 24 of the California Code of Regulations); and

WHEREAS, Health and Safety Code Sections 18938 and 17958 make the California Building Standards Code ("Code") applicable to all cities and counties throughout California, including the City of Fontana, 180 days after publication by the State Building Standards Commission or upon a later date established by the Building Standards Commission, which here is January 1, 2026, and

WHEREAS, Health and Safety Code Section 18941.5 provides that a City may establish more restrictive building standards if they are reasonably necessary due to local climatic, geological, or topographical conditions; and

WHEREAS, Health and Safety Code Section 17958.5 permits cities to make modifications to the requirements contained in the California Building Standards Code if such modifications are found to be reasonably necessary because of local climatic, geographic, or topographic conditions, and

WHEREAS, Health and Safety Code Section 17958.7 requires that the City Council, before making modifications to such requirements, make an express finding that such modifications are reasonably necessary because of local climatic, geographic, or topographic conditions; and

WHEREAS, the City Council of the City of Fontana ("City Council") hereby finds that it is reasonably necessary to amend certain portions of the 2025 Edition of the California Building Standards Code, known as the California Code of Regulations, Title 24, to meet the particular climatic, geological, and topographical conditions existing in the City; and

WHEREAS, the City Council further finds that some changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the Code, or are reasonably necessary to safeguard life and property within the City; and

WHEREAS, on, the City Council conducted a duly noticed public hearing to consider and review the California Building Standards Codes and local amendments, at which time hearing testimony and evidence was presented to and considered by the City Council.

THE CITY COUNCIL OF THE CITY OF FONTANA DOES ORDAIN AS FOLLOWS:

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

Section 2. The City Council of the City of Fontana ("City") is informed and finds that it is reasonably necessary to amend certain portions of the 2025 Edition of The California Building Standards Code, known as the California Code of Regulations, Title 24, to meet the particular climatic, geological, and topographical conditions existing in the City. The City Council further finds that some changes and modifications are of an administrative or procedural nature or concern themselves with subjects not covered by the Code or are reasonably necessary to safeguard life and property within the City. The City Council hereby adopts the following (climatic, geological, and topographical, where applicable) findings to support the proposed amendments to the 2025 California Building Standards Code made herein in this Ordinance:

(a) The City is subject to relatively low amounts of precipitation, very low

humidity levels, and extremely high temperatures. These climatic conditions are conducive to the spread of fire. For example, during July, August, and September, temperatures often exceed 100 degrees Fahrenheit. During the same months, humidity is usually less than 40%, and humidity measurements less than 10% are not uncommon. These conditions contribute to an increased likelihood of fire. Moreover, minor fires have a greater tendency of spreading rapidly due to such conditions.

(Finding applicable to Amendments to California Building Code Sections903.2 and 1505.5; and California Residential Code Section R309.)

(b) The City is subject to extremely strong winds, commonly referred to as "Santa Ana Winds," which reach speeds in excess of 90 miles per hour. Extensive damage often occurs during such winds, including fallen trees; blown sand and debris; downed utility poles, utility circuits, and utility service lines; and structural damage to buildings. These adverse conditions can cause: (1) fires; (2) impairment of emergency apparatus access; (3) delays in response times of emergency apparatus; and (4) the depletion of apparatus readily available for fire suppression activities. These windstorms commonly last from three to seven days.

(Finding applicable to Amendments to California Building Code Sections 502.1, 903.2, 1609.3, 1609.4.3, Table 1504.8, Table 1507.2.7.1(1), Table 1507.2.7.1(2) and I105.2; and California Electric Code Section 225.1; and California Residential Code Sections R301.2.1.4, R30.81, R309, Table R301.2, and BF105.2.)

(c) The City's neighboring foothills create a unique fire hazard. This is because fire service is provided to the City by the San Bernardino County Fire Department and fire units from the City are often sent to assist in the extinguishment of fast moving, wind-assisted fires in the neighboring foothills which destroy or damage many structures, and as such, these units are then unavailable for fire suppression in the City.

(Finding applicable to Amendments to California Building Code Sections 502.1, 903.2, and 1505.5; and California Residential Code Sections R308.1 and R309)

(d) Development has occurred in the City and continues to occur in the City and such development has resulted in severe traffic congestion during peak business hours, weekends, and holidays, thus

decreasing response time, particularly on the following streets and highways: Sierra Avenue, Valley Boulevard, Cherry Avenue, Foothill Boulevard, Base Line Road, Highland Avenue, Citrus Avenue, Slover Avenue, Jurupa Avenue, Arrow Route, San Bernardino Avenue, the I-15 Freeway and the I-10 Freeway. Such traffic and circulation congestion is an artificially created, obstructive topographical condition creating a situation which places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on- site fire-extinguishing systems and other protection measures to protect occupants and property from fire hazards. Automatic fire protection systems are the single greatest means of reducing the severity of structural fires; fire loss in un-sprinklered buildings is four times greater than fire loss in sprinklered buildings. Numerous fires have occurred within the City in residential structures (houses, apartments, hotels, and motels) over the past several years that have automatic fire protection systems, and in all of these fires, the automatic fire protection systems have successfully controlled and/or suppressed the fire before the emergency response personnel have been able to arrive at the structure.

(Finding applicable to Amendments to California Building Code Sections 502.1 and 903.2; and California Residential Code Sections R308.1 and R309.)

(e) An extreme and unusual fire hazard exists in the hillsides and other areas of the City south of Jurupa Avenue and north of the I-15 Freeway due to the presence of highly flammable vegetation, the region's dry climate, and frequent hot, dry Santa Ana winds.

(Finding applicable to Amendments to California Building Code Sections 903.2 and 1505.5; and California Residential Code Section R309.)

(f) The City is located in Southern California, in an extremely active seismic region, with high levels of historic earthquake shaking in the recent past (earthquakes measuring larger than a magnitude 5 on the Richter Scale) and can be expected to experience significant strong ground shaking within
the foreseeable future; and

The seismotectonic setting of the City is dominated by the Sierra Madre-Cucamonga fault, which traverses the Northern portion of the City, and the City's close proximity to the San Andreas fault--7 miles

to the East, San Jacinto fault--3 miles to the East and Whittier-Elsinore Fault--19 miles to the Southwest; and

In the event of a severe earthquake, these faults present the potential for catastrophic damage, including fire, damage to roadways and other impairments of emergency apparatus. (This information is according to maps used by Cal Tech, Pasadena and provided by the U.S. Geological Survey). Existing and planned developments are at risk from structural damage from earthquake faults. Improved standards are necessary to ensure that maximum safety is provided to persons and property.

(Finding applicable to Amendments to California Building Code Sections 502.1; and California Electric Code Section 225.1; and California Residential Code Sections R308.1 and Table R301.2.)

(g) Aluminum expands and shrinks at a much greater rate than other metals. This property becomes critical for smaller wires of aluminum conductors, which may break down at a termination point in a seismic event, causing a fire. As discussed above, the City is located in an extreme active seismic region.

(Finding applicable to Amendment to California Electric Code Section 110.5.)

(h) Additional amendments and deletions to the California Building Standards Code, known as the California Code of Regulations, Title 24; the International Building Code; and the International Residential Code; are administrative or procedural in nature and reasonable and necessary to safeguard life and property within the City.

(Finding applicable to Amendments to the California Building Code Sections 1.8.8, 202, 502.1, 3109.2, J103.2, and J104.1; and California Residential Code Sections 1.8.8, R306.1, Table R301.2, and Appendix CI(1).)

(i) The topography of the City is mostly rocky with large boulders and stones below grade in much of the northern part of the City, which is rapidly being developed; and

Given the topography of the City, it is impractical and unreasonable to remove all rocks 12 inches or more in diameter from certain development areas or place these rocks at more than 10 feet below grade; and

Geotechnical, civil, and/or soil engineers have opined that due to the rocky topography of the City, the use of rocks with a maximum dimension larger than 12 inches and up to 24 inches as fill material at three feet or more below grade and rocks with a maximum dimension greater than 24 inches as fill material at ten feet or more below grade is safe and prudent.

(Finding applicable to Amendment to California Building Code Section J107.4.)

Section 3. Article III of Chapter 5 of the Municipal Code of the City of Fontana is hereby amended by rewriting the article in its entirety to read as follows:

"Article III. California Building Code

Sec. 5-61. Adoption; copy on file.

The 2025 Edition of the California Building Code, known as the California Code of Regulations, Title 24, Part 2, Volumes 1 & 2, based on the 2024 Edition of the International Building Code, published by the International Code Council, including Chapter 1 and Appendices B, C, I, and J, are hereby adopted as the Building Code of the City and reference is hereby made to the copy now on file in the Clerk's Office of the City.

Sec. 5-62. Changes and Amendments.

(a) Section 105.2 Building Exemption 2 of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended to read as follows:

2. Solid fences not over 3-1/2 feet high and open fences with an open surface area of not less than 90 percent (90%) not over 4 feet high.

(b) Section 105.2 Building Exemption 4 of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended to read as follows:

4. Retaining walls which are not over 3 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding flammable or combustible liquids.

(c) Section 202 of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended by rewriting the definition for Swimming Pools to read as follows:

> Swimming Pools. Any body of water or any structure that contains water over 18 inches (457 mm) deep. This includes without limitation all portable, moveable, collapsible, storable, and permanent in-ground, above-ground and on-ground swimming pools, garden ponds, spas, hot tubs, wading pools, and fountains.

(d) Section 502.1 of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended by rewriting the section in its entirety to read as follows:

> Sec. 502.1 Address identification. New and existing buildings, apartment units, condominium units, suites, tenant spaces, and similar other units or spaces shall be provided with approved address numbers or letters per Section 5-239 of the Fontana Municipal Code.

(e) Section 903.2 of the California Building Code. Known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended by adding thereto a paragraph after the first paragraph of the section to read as follows:

> Notwithstanding the requirements of Sec. 903.2, an automatic fire-sprinkler system, approved by the Fire Prevention Division of the Fontana Fire Protection District, shall be installed, and maintained in new construction per the requirements of Article II of Chapter 11 of the Code of the City.

(f) Section 1505.5 of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended by rewriting the section in its entirety to read as follows:

> Sec. 1505.5 Non-classified roofing. Non-classified roofing is material that is not listed as a Class A, B, or C roof covering. Non-classified roofing is not approved for use within the City.

(g) Section 1609.3 of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International

Building Code, is hereby amended by adding thereto a paragraph and table to the end of the section to read as follows:

Portions of the City are located within a special wind region. The basic design wind speed V in these special wind region areas shall be:

Risk Category	Basic Design Wind Speed, V
I	116 mph
II	129 mph
III & IV	135 mph

(h) Section 1609.4.3 of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended by adding thereto a paragraph to the end of the section to read as follows:

Exposure C, as a minimum, shall apply in all cases unless the architect or engineer in general responsible charge can justify to the building official that the building site and surrounding terrain conform to the criteria for Exposure B.

(i) Section 115922(a) of Section 3109.2 of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code is hereby amended by rewriting the section in its entirety to read as follows:

(a) Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool and/or spa or the remodeling of an existing pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped with at least two drowning prevention safety features, one of which shall be an enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home. Any walls of the residential structure or accessory structures used to complete the isolation enclosure must have door openings equipped with protection as required in 115922 (a)(4) or (5). Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement. In addition to the foregoing, the respective swimming pool or spa shall be equipped with at least one of the

following four drowning prevention safety features:

(1) Removable mesh fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.

(2) An approved safety pool cover, as defined in Section 115922(a)(3).

(3) An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 "Standard Safety Specification for Residential Pool Alarms," which includes surface motion, pressure, sonar, laser and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.

(4) Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or the American Society of Mechanical Engineers (ASME).

(j) Section 115923 of Section 3109.2 of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code is hereby amended by adding the wording to the enclosure characteristics:

Where the barrier is composed of horizontal and vertical members and the distance between the top of the horizontal member is less than 45 inches the horizontal members shall be located on the swimming pool side of the fence. Spacing between vertical members shall be not greater than 1 3/4 inches in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall be not greater than 1 ¾ inches in width.

(k) Section I105.2 of Appendix I of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended by rewriting the section in its entirety to read as follows:

Sec. I105.2 Footings. A patio cover may be supported on a concrete slab on grade without footings, provided all of the following conditions are met:

1. The supporting slab is not less than 3 1/2 inches thick; and

2. The supporting columns do not support live and dead loads in excess of 750 pounds per column; and

3. The patio cover is constructed solely out of aluminum and/or other similar light weight material, and has a current valid International Code Council Evaluation Report (or equal) clearly stating that: (a), a slab 3 1/2 inches thick is structurally adequate; (b), footings are not required; and (c), how the patio cover is to be anchored/held-down to resist uplift forces based on a minimum nominal design wind speed of 100 miles per hour.

(l) Section J103.2, Exemption 1 of Appendix J of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended by rewriting in its entirety to read as follows:

1. When approved by the building official, grading in an isolated, self-contained area, provided there is no danger to the public, and that such grading will not adversely affect adjoining properties.

(m) Section J103.2, of Appendix J of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended by adding the following 2 exemptions:

8. An excavation that does not exceed 50 cubic yards (38.3 m*) on any one lot and does not obstruct a drainage course that is:

a. less than 2 feet (610 mm) in depth; or

b. does not create a cut slope greater than 5 feet (1524 mm) in height and steeper than 1 unit vertical in 1 1/2 units horizontal (66.7% slope).

9. A fill that does not exceed 50 cubic yards (38.3 m^d) on any one lot and does not obstruct a drainage course that is:

   a. less than 1 foot (305 mm) in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope); or

   b. less than 3 feet (914 mm) in depth, not intended to support structures.

(n) Section J104.1, of Appendix J of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended by adding thereto a paragraph to the end of the section to read as follows:

All grading plans shall be prepared by a state licensed or registered design professional. Grading in excess of 5,000 cubic yards (3825 m^d) shall be prepared by a state registered civil engineer.

(o) Section J107.4 of Appendix J of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended by adding thereto the following Exception:

Exception: The building official may permit placement of larger rock when the soils engineer properly devises a method of placement, and continuously inspects its placement and approves the fill stability. The following conditions shall also apply:

1. Prior to issuance of the grading permit, potential rock disposal areas shall be delineated on the grading plan.

2. Rock sizes greater than 12 inches (305 mm) and up to 24 inches (610 mm) in maximum dimension shall be three feet (914 mm) or more below grade, measured vertically. Rock sizes greater than 24

   inches (610 mm) in maximum dimension shall be 10 feet (3048 mm) or
   more below grade, measured vertically.

3. Rocks shall be placed so as to assure filling of all voids

with well-graded soils."

Section 4. Article IV of Chapter 5 of the Code of the City is hereby amended by rewriting the article in its entirety to read as follows:

"Article IV. California Plumbing Code

Sec. 5-86. Adoption; copy on file.

The 2025 Edition of the California Plumbing Code, known as the California Code of Regulations, Title 24, Part 5, based on the 2024 Edition of the Uniform Plumbing Code, published by the International Association of Plumbing and Mechanical Officials, including Appendices A, B, D, H, I, and K, are hereby adopted as the Plumbing Code of the City and reference is hereby made to the copy now on file in the Clerk's office of the City.

Sec. 5-87. Changes and Amendments.

The 2025 Edition of the California Plumbing Code is hereby adopted with no amendments."

Section 5. Article V of Chapter 5 of the Code of the City is hereby amended by rewriting the article in its entirety to read as follows:

"Article V. California Electrical Code

Sec. 5-111. Adoption; copy on file.

The 2025 Edition of the California Electrical Code, known as the California Code of regulations, Title 24, Part 3, based on the 2023 Edition of the National Electrical Code, published by the National Fire Protection Association is hereby adopted as the Electrical Code of the City and reference is hereby made to the copy now on file in the Clerk's office of the City.

Sec. 5-112. Changes and Amendments.

(a) Section 110.5 of the California Electrical Code, known as the California Code of regulations, Title 24, Part 3 and the National Electrical Code is hereby amended by adding thereto the following:

Aluminum conductors of No. 6 or smaller shall require continuous inspection by an approved independent testing agency for proper torquing of connections at their termination

point.

(b) Section 225.1 of the California Electrical Code, known as the California Code of regulations, Title 24, Part 3 and the National Electrical Code is hereby amended by adding thereto the following:

All new outside wiring on private property shall be underground.

EXCEPTION No. 1: Temporary wiring installed per Article 590.

EXCEPTION No. 2: Services as defined by Article 100 and installed per Article 230, subject to approval by the Administrative Authority.

EXCEPTION No. 3: Wiring in approved conduit and raceways directly attached to a building."

Section 6. Article VI of Chapter 5 of the Code of the City is hereby amended by rewriting the article in its entirety to read as follows:

"Article VI. California Mechanical Code

Sec. 5-136. Adoption; copy on file.

The 2025 Edition of the California Mechanical Code, known as the California Code of Regulations, Title 24, Part 4, based on the 2024 Edition of the Uniform Mechanical Code, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted as the Mechanical Code of the City and reference is hereby made to the copy now on file in the Clerk's office of the City.

Sec. 5-137. Changes and Amendments.

The 2025 Edition of the California Mechanical Code is hereby adopted with no amendments."

Section 7. Article VIII of Chapter 5 of the Code of the City is hereby amended by rewriting the article in its entirety to read as follows:

"Article VIII. California Existing Building Code

Sec. 5-186. Adoption; copy on file.

The 2025 Edition of the California Existing Building Code, known as the

California Code of Regulations, Title 24, Part 10, based on the 2024 Edition of the International Existing Building Code, published by the International Code Council, is hereby adopted as the Existing Building Code for the City and reference is hereby made to the copy now on file in the Clerk's office of the City.

Sec. 5-187. Changes and Amendments.

The 2025 Edition of the California Existing Building Code is hereby adopted with no amendments."

Section 8. Article XVIII of Chapter 5 of the Code of the City of Fontana is hereby amended by rewriting the Article in its entirety to read as follows:

"Article XVIII. California Green Building Standards Code

Sec. 5-550. Adoption; copy on file.

The 2025 Edition of the California Green Building Standards Code, known as the California Code of Regulations, Title 24, Part 11, is hereby adopted as the Green Building Standards Code of the City and reference is hereby made to the copy now on file in the Clerk's Office of the City.

Sec. 5-551. Changes and Amendments.

The 2025 Edition of the California Green Building Standards Code is hereby adopted with no amendments."

Section 9. Article XIX of Chapter 5 of the Code of the City of Fontana is hereby amended by rewriting the Article in its entirety to read as follows:

"Article XIX. California Residential Code

Sec. 5-600. Adoption; copy on file.

The 2025 Edition of the California Residential Code, known as the California Code of Regulations, Title 24, Part 2.5, based on the 2024 Edition of the International Residential Code, published by the International Code Council, including Appendix BF and Appendix CI, is hereby adopted as the Residential Code of the City and reference is hereby made to the copy now on file in the Clerk's Office of the City.

Sec. 5-601. Changes and Amendments.

(a) Table R301.2, CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA, of the California Residential Code, known as the California Code of Regulations, Title 24, Part 2.5 and the International Residential Code, is hereby amended by filling in the blanks in the first row to read as follows:

CLIMATIC AND GEOGRAPHIC DESIGN

CRITERIA GROUND SNOW LOAD.....Zero

WIND DESIGN:

Speed- Special wind region…129Vmph. Other areas… 96Vmph

Topographic effects .....No

SEISMIC DESIGN CATEGORY .....D2 or E

SUBJECT TO DAMAGE FROM:

Weathering.....Negligible

Frost line depth .....12-24 inches

Termite.....Very Heavy

WINTER DESIGN TEMP 43

ICE BARRIER UNDERLAYMENT REQUIRED.....No

FLOOD HAZARDS:

Date of adoption of first ordinance (Ord 881) regarding Flood Damage Prevention: June 6, 1987

Currently Effective Flood Insurance Rate Maps (FIRMS):

Panel Numbers: 06071C7895J, 06071C7915H, 06071C8634J, 06071C8635J, 06071C8642J, 06071C8651H, 06071C8652H, 06071C8653H, 06071C8654H, 06071C8658H, 06071C8666H

Dates: October 3, 2022, for all panels

AIR FREEZING INDEX.....0

MEAN ANNUAL TEMP 60

(b) Section R301.2.1.4 of the California Residential Code, known

as the California Code of Regulations, Title 24, Part 2.5 and the International Residential Code, is hereby amended by adding thereto a paragraph to the end of the section to read as follows:

> Exposure C, as a minimum, shall apply in all cases unless justification, to the satisfaction of the Building Official or his/her designee, is provided that the building site and surrounding terrain conform to the criteria for Exposure B.

(c) Section R309 of the California Residential Code, known as the California Code of Regulations, Title 24, Part 2.5 and the International Residential Code, is hereby amended by adding thereto the following Section:

> Sec. R309 General. Notwithstanding the requirements of Section R309, an automatic fire-sprinkler system, approved by the Fire Prevention Division of the Fontana Fire Protection District, shall be installed, and maintained in all new construction per the requirements of Article II of Chapter 11 of the Code of the City.

(d) Section R308.1 of the California Residential Code, known as the California Code of Regulations, Title 24, Part 2.5 and the International Residential Code, is hereby amended by rewriting the section in its entirety to read as follows:

> Sec. R308.1 Site Address. New and existing buildings, apartment units, condominium units, suites, and similar other units or spaces shall be provided with approved address numbers or letters per Section 5-239 of the Fontana Municipal Code.

(e) Section R306.1 of the California Residential Code, known as the California Code of Regulations, Title 24, Part 2.5 and the International Residential Code, is hereby amended by adding thereto a paragraph to the end of the section to read as follows:

> Notwithstanding the requirements of Sec. R306, all construction within a flood hazard area shall comply with the requirements of Article II of Chapter 12 of the Code of the City.

(f) Section BF105.2 of Appendix Chapter H of the California Residential Code, known as the California Code of Regulations, Title 24, Part 2.5 and the International Residential Code, is hereby amended by rewriting the section in its entirety to read as follows:

> Sec. BF105.2 Footings. A patio cover may be supported

on a concrete slab on grade without footings, provided all of the following conditions are met:

1. The supporting slab is not less than 3 1/2 inches thick; and

2. The supporting columns do not support live and dead loads in excess of 750 pounds per column; and

3. The patio cover is constructed solely out of aluminum and/or other similar light weight material, and has a current valid International Code Council Evaluation Report or Council of American Building Officials National Evaluation Report (or equal) clearly stating that: (a), a slab 3 1/2 inches thick is structurally adequate; (b), footings are not required; and (c), how the patio cover is to be anchored/held-down to resist uplift forces based on a minimum nominal design wind speed, of 100 miles per hour.

(g) Section 115922(a) of Appendix CI of the California Residential Code, known as the California Code of Regulations, Title 24, Part 2.5 and the International Residential Code is hereby amended by rewriting the section in its entirety to read as follows:

(a) Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool and/or spa or the remodeling of an existing pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped with at least two drowning prevention safety features, one of which shall be an enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home. Any walls of the residential structure or accessory structures used to complete the isolation enclosure must have door openings equipped with protection as required in 115922 (a)(4) or (5). Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement. In addition to the foregoing, the respective swimming pool or spa shall be equipped with at least one of the following four drowning prevention safety features:

(1) Removable mesh fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.

(2) An approved safety pool cover, as defined in subdivision (d) of Section 115921.

(3) An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 "Standard Safety Specification for Residential Pool Alarms," which includes surface motion, pressure, sonar, laser and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.

(4) Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or the American Society of Mechanical Engineers (ASME)."

Section 10. Article II of Chapter 5 of the Code of the City of Fontana is hereby amended by renaming and rewriting the Article in its entirety to read as follows:

"Article II. International Property Maintenance Code

Sec. 5-36. Adoption; copy on file.

The 2025 Edition of the International Property Maintenance Code, published by the International Code Council, is hereby adopted and reference is hereby made to the copy now on file in the clerk's office of the city.

Sec. 5-37. Changes and Amendments.

(a) Section 303.2 of the 2024 International Property Maintenance Code is hereby amended by rewriting the section in its entirety to read as follows:

Section 303.2 Enclosures must comply with Section 115923 of Appendix CI of the 2024 California Residential Code as amended

by the City of Fontana.

(b) Section 304.3 of the 2024 International Property Maintenance Code is hereby amended by rewriting the section in its entirety to read as follows:

Section 303.2 Site Address. New and existing buildings, apartment units, condominium units, suites, and similar other units or spaces shall be provided with approved address numbers or letters per Section 5-239 of the Fontana Municipal Code.

Section 11. Article XXII of Chapter 5 of the Code of the City of Fontana is hereby added by this Article in its entirety to read as follows:

"Article XXII Wildland-Urban Interface Code

Sec. 5-615. Adoption; copy on file.

The 2025 Edition of the California Wildland-Urban Interface Code, published by the International Code Council, is hereby adopted and reference is hereby made to the copy now on file in the clerk's office of the city.

Sec. 5-616. Changes and Amendments.

The 2025 Edition of the California Wildland-Urban Interface Code is hereby adopted with no amendments."

Section 12. Severability/Interpretation. If any provision of this Ordinance, or the application of this Ordinance to any person or circumstance is held to be invalid or void by a court of competent jurisdiction, such invalidity or voidance shall not affect the other provisions or applications which can be given effect without the invalid provision or application; and to this end, the provisions of this Ordinance are required to be severable. This Ordinance shall be liberally construed to achieve the purposes of this Ordinance and to preserve its validity. If any provision of Chapter 5 of the Code of the City or the application thereof to any person or circumstance is determined to be in conflict with any other applicable code, law, or ordinance, the most restrictive requirements shall be deemed applicable and enforced.

Section 13. The adoption of the 2025 Edition of the California Building Standards Code, known as the California Code of Regulations, Title 24, consisting of the California Building Code, Volumes 1 & 2, based on the 2024 International Building Code; the California Plumbing Code, based on the 2024 Uniform

Plumbing Code; the California Electrical Code, based on the 2023 National Electrical Code; the California Mechanical Code, based on the 2024 Uniform Mechanical Code; the California Existing Building Code, based on the 2024 International Existing Building Code; the California Green Building Standards Code; the California Residential Code, based on the 2024 International Residential Code, the California Wildland-Urban Interface Code, based on the 2024 Wildland-Urban Interface Code and the 2024 International Property Maintenance Code, does not commit the City to any action that may have a significant effect on the environment, and as per Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, such action does not constitute a project subject to the requirements of CEQA. In the alternative, the adoption is exempt from CEQA under State CEQA Guidelines section 15061 (b)(3) as it can be seen with certainty that there is no possibility that it may have a significant effect on the environment. Staff is directed to file a Notice of Exemption.

Section 14. This ordinance shall take effect thirty (30) days after the date of its adoption.

Section 15. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published at least five (5) days prior to the meeting at which the proposed Ordinance is to be adopted in the Herald News, a newspaper of general circulation in the City, and shall post a certified copy of the proposed Ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published in the same manner as specified above, including the vote for and against the same, and shall post a certified copy of the adopted Ordinance in the office of the City Clerk, in accordance with California Government Code Section 36933.

APPROVED AND ADOPTED this __ day of _____, 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 __ day of _____, 2025, and was finally passed and adopted not less than five days thereafter on the __ day of _____, 2025, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:
ATTEST:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

_____
City Clerk

NOTICE OF PUBLIC HEARING

A PUBLIC HEARING HAS BEEN SCHEDULED BEFORE THE CITY COUNCIL OF THE CITY OF FONTANA FOR THE FOLLOWING:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA REVISING, PURSUANT TO AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, CERTAIN PROVISIONS OF CHAPTER 5 OF THE FONTANA MUNICIPAL CODE RELATING TO THE CONSTRUCTION AND MAINTENANCE OF BUILDINGS, AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE, KNOWN AS THE CALIFORNIA CODE OF REGULATIONS, TITLE 24, CONSISTING OF THE CALIFORNIA BUILDING CODE, VOLUMES 1 & 2, BASED ON THE 2024 INTERNATIONAL BUILDING CODE; THE CALIFORNIA PLUMBING CODE, BASED ON THE 2024 UNIFORM PLUMBING CODE, THE CALIFORNIA ELECTRICAL CODE, BASED ON THE 2023 NATIONAL ELECTRICAL CODE; THE CALIFORNIA MECHANICAL CODE, BASED ON THE 2024 UNIFORM MECHANICAL CODE; THE CALIFORNIA EXISTING BUILDING CODE, BASED ON THE 2024 INTERNATIONAL EXISTING BUILDING CODE; THE CALIFORNIA GREEN BUILDING STANDARDS CODE; THE CALIFORNIA RESIDENTIAL CODE, BASED ON THE 2024 INTERNATIONAL RESIDENTIAL CODE; THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE BASED ON THE 2024 INTERNATIONAL WILDLAND-URBAN INTERFACE CODE AND THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE

Environmental Determination: This Ordinance does not commit the City to any action that may have a significant effect on the environment. Per Section 15378 of the California Environmental Quality Act, such action does not constitute a project subject to the requirements of CEQA.

Property Location: Citywide

Date of Hearing: **October 14, 2025**

Place of Hearing: City Hall Council Chambers
8353 Sierra Avenue
Fontana, CA 92335

Time of Hearing: 2:00 P.M.

Should you have any questions concerning this project, please contact **Jeff Baughman, Director of Building & Safety**, at (909) 350-7616 or jbaughman@fontana.org.

ANY INTERESTED PARTY MAY APPEAR AND PRESENT ANY INFORMATION WHICH MAY BE OF ASSISTANCE TO THE CITY COUNCIL. A COPY OF THE ORDINANCE IS AVAILABLE FOR INSPECTION IN THE BUILDING AND SAFETY DIVISION, CITY HALL.

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.

Publish: October 3, 2025