# **Application: Pacific Village Platinum Campus**

Jennifer Edge-Ballantine - Jennifer.Edge-Ballantine@hss.sbcounty.gov CCE Capital Expansion

#### Summary

**ID:** CCE-3585456821

# **Application Questions**

Completed - Sep 8 2022

# **Application Questions**

Section 1 - Site & Agency Info: Tell us about your proposed CCE Project

#### Which type of funding source are you applying for?

See the application guide and section 3.5 of the Joint RFA to learn more.

Capital Expansion "Full CCE"

#### **1. Project Title and Location**

Project Title	Pacific Village Platinum Campus
Street Address 1	2626 Pacific Street
Street Address 2	(No response)
City	Highland
State	СА
Zip	92346
County	San Bernardino
Parcel/APN# (optional)	(No response)

#### 2. (a) What type of entity is the lead applicant?

County

#### Is there a co-applicant?

No

#### 2. (b) If applicable, what type of entity is the co-applicant?

(No response)

#### 3. Information

This section is for information about the City, County, Agency, Tribal Entity, or Organization applying for funding. Enter Telephone in xxx-xxx format.

Name of Entity	San Bernardino County Department of Aging and Adult Services - Public Guardian
Street Address	784 E. Hospitality Lane
City	San Bernardino
State	СА
Zip	92415
Email Address	Sharon.Nevins@hss.sbcounty.gov
Telephone	909-891-3917
Website	www.sbcounty.gov/daas

#### Lead Authorized Representative

In this section, enter the Tax ID and UEI/DUNS for the applicant entity; see the application guide for important information regarding the DUNS transition that took place in April. Enter N/A as required.

First Name	Sharon
Last Name	Nevins
Title	Director-Public Guardian
Email Address	Sharon.Nevins@hss.sbcounty.gov
Telephone Number	909-891-3917
Applicant Tax ID #	95-6002748
Unique Entity ID # (Formerly DUNS)	PNJMSCHTMVF7

#### **Project Director**

Enter N/A if this person is the same as Lead Authorized Representative listed above.

First Name	n/a
Last Name	n/a
Agency or Tribal Entity Name	n/a
Telephone Number	909-891-3917
Email Address	Sharon.Nevins@hss.sbcounty.gov

#### 4. Are you also applying for BHCIP funding?

No

5. If the applicant is a private for-profit organization that does not have prior experience, it must collaborate with a nonprofit organization, tribal entity, city, or county, and provide the following (see <u>RFA</u> Section 3.1). Please submit the supporting document(s) when you reach the Documents tab of the application.

If applicable, indicate whether applicant has an MOU or other agreement, or related prior experience, as stated below.

Not applicable

6. Describe the applicant's or developer's experience relevant to acquiring and/or rehabilitating and operating the project.

Limit 500 words.

San Bernardino County operates as a collective impact partnership, integrating and investing in services across the spectrum to provide residents choice, independence, and improve quality of life. Aging and Adult Services - Public Guardian, in close partnership with various County departments, seeks to secure CCE funding to develop a Continuum of Care Campus to serve individuals experiencing or at risk of homelessness. Community Development and Housing Agency (CDHA) of the County of San Bernardino coordinates the delivery of housing services including housing for the homeless population and lowincome constituents with a primary goal of utilizing new housing as community and neighborhood revitalization. Over the course of the last eight years, CDHA has facilitated the development of over 500 affordable housing units, including the creation of hundreds of permanent supportive housing for homeless constituents. San Bernardino County Project and Facilities Management Division (PFMD) provides an internal service to County government and does not provide services for the general public. PFMD designs and constructs projects included in the County's annual Capital Improvement Program, as well as completes improvements to County-owned facilities to ensure accessible and safe environments for County departments and the public. PFMD staff prepares bid packages and advertisements for bids, negotiates and administers contracts for design and construction, and provides inspection and construction project management services from conceptual estimates through occupancy. In accordance with established protocol and regulations, the County entered into a contract service agreement with LaBarge Industries to serve as the design team for the proposed expansion of Pacific Village. PFMD will release a Request for Proposals (RFP) to solicit competitive bids from developers interested in submitting proposals to construct and develop the Pacific Village expansion. Joshua LaBarge, President, CEO and founder of the LaBarge suite of companies, has been a catalyst in the housing community, offering a new

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vision for affordable housing in California. Both independently and in partnership with investors and business partners, Mr. LaBarge has been responsible for the development of over 3,000 low-income multi-family and senior housing communities for over 35 years. He has also acquired and rehabilitated more than 1,500 multi-family units and developed new single-family homes to revitalize distressed neighborhoods. Community Development and Housing Agency and LaBarge Industries, Inc., have collaborated on multiple housing developments throughout the county, including Phase I of Pacific Village. Acquired through the Homekey program, Phase I provides 28 non-congregate interim housing units for up to 49 individuals, on approximately 3.87 acres of the 6.82-acre campus. An example of the concerted effort to develop permanent supportive housing is the Bloomington Grove/Lilian Court Phased project, which incorporates a new 6,500 square foot library into the development. The community is intergenerational with 70 senior units built above and around the library, offering one-bedroom apartments to seniors 55 and older. The family component consists of 120 units of family housing. In 2017, Mr. LaBarge was awarded the Best Affordable Housing Community Under 30 Dwelling Units per Acre and the Sage Award for Best 55+ Community for the Bloomington Grove/Lilian Court project.

#### Site Info: Pre-Application Consultation

# 7. Enter the PAC confirmation Code as well as the name of the Lead Implementation Specialist assigned to your PAC.

Your AHP Implementation Specialist will provide you with the PAC code; contact them if you require assistance. If you haven't scheduled your PAC, you can save your application now and visit <u>this page</u> to learn more.

PAC Code	388
Last name of PAC Implementation Specialist	Beard
Section 2 - Project Information	

8. Please select the type of project according to requirements of eligible projects outlined in the <u>RFA</u> in Section 3.2: Eligible Uses. Interested applicants should discuss project types during the pre-application consultation. *Using the fillable boxes beside the project types, enter the number of beds or units being expanded per facility type included in the project. Include expansion numbers only.* 

#### **Responses Selected:**

Other residential care settings that serve the target population, including recuperative care sites: 72

If more than one project type, please explain below:

#### If not, please put "NA"

Recuperative Care Center (32 beds) to provide medical and behavioral health supports and Permanent Supportive Housing (30 units total; 20 1-bedroom + 10 2-bedroom units) to serve the needs of SSI/SSP and CAPI applicants and recipients and other adults who are experiencing or at risk of homelessness.

If other was checked, please explain:

#### If not, please put "NA"

More than one project type

9. Does your project support efforts to ensure care can be provided in most appropriate and least restrictive settings to support community integration, choice, and autonomy and/or reduce homelessness?

Yes

#### **Please describe:**

The Pacific Village expansion will provide immediate permanent housing and on-site supportive services for adults experiencing or at-risk of homelessness. The Recuperative Care Center will provide temporary housing, nutritious meals, on-site behavioral health and medical services, and housing navigation supports for up to 90 days. Pacific Village Campus guests will have access to a wide variety of enrichment activities designed to promote community integration, socialization, and self-esteem. The Platinum Campus housing units will provide residents with affordable independent living options in a holistic community-based setting. Platinum residents may participate in the on- and off-site supports provided to all Pacific Village residents, including but not limited to individual, group, and occupational therapy, medical and behavioral health services, job training, and connection to a full array of County and community-based services to assist with achieving self-sufficiency.

# 10. Identify each of the States Priorities your project is targeting (<u>RFA</u> Section 1.2), and describe how the project will meet these priorities.

State Priorities	Is your project targeting this priority?	If yes, please describe how your project will meet this state priority:
		The Pacific Village Platinum Campus will advance racial equity by connecting residents to resources to address their biopsychosocial needs, and directly reduce housing disparities among older adults and adults with disabilities, including SSI/SSP and CAPI applicants and recipients and other adults who are experiencing or at risk of homelessness. County residents who are experiencing or at-risk of homelessness will be afforded access to the Pacific Village Campus Continuum of Care system which will serve all racial and ethnic groups equitably.

Invest in behavioral health and community care options that advance racial equity	Yes	Through currently established, active partnership between County Departments and contracted providers, collaborative efforts will continue to successfully target working with those at-risk and marginalized in order to identify and prevent unconscious biases by means of a highly diverse workforce trained in cultural competencies. Residents will have access to supportive housing, medical services, behavioral health including in- home and Telehealth, intensive case management to assist with establishing sustainable resources, including long term benefits and/or income, workforce development, and transportation in order to establish and sustain whole- person wellness and self- sufficiency.
Seek geographic equity of behavioral health and community care options	Yes	As the largest county in the continental United States in terms of landmass, the County of San Bernardino covers over 20,052 square miles. As the County's estimated 2.2 million residents are distributed across a vast geographic landscape including isolated, rural, and mountain communities, there are significant housing and service challenges related to access for adults who are experiencing or at risk of homelessness. Geography is foundational to guiding equity frameworks, often determining one's access to resources for health, safety, and opportunity. The Pacific Village Continuum of

	Care community is located in a well-established, residential neighborhood with a wealth of amenities such as grocery stores and bus stops, within the county seat, which allows individuals direct access to readily available resources. The location of the campus allows Pacific Village residents contact with diverse wellness services, which includes transportation services to help residents access off-site resources in support of their establishing safe community living.
	The Pacific Village Campus addresses urgent gaps in the care continuum for individuals with behavioral health conditions, including seniors and adults with disabilities. The campus allows residents with access to a myriad of on- and off- site behavioral health and community care options. On-site person-centered programming and services will provide residents with in-home and Telehealth behavioral health supportive services to include comprehensive case management and linkage, assistance completing benefits and other applications, evidenced based individual and group therapy, peer support, wellness education and trainings, occupational therapy, assistance with activities of daily living, and transportation, all to promote inclusion, socialization and reduce isolation. Individuals will also have access to off-site

Address urgent gaps in the care continuum for people with behavioral health conditions, including seniors, adults with disabilities, and children and youth

Yes

behavioral health services, such as outpatient clinics, Substance Use Disorder treatment, and Crisis Stabilization Units. The campus is three miles east of the Windsor Center, a short-term Crisis Stabilization Unit that offers 24/7 services to adults and youth. The nearest medical and County contracted behavioral health hospitals, located approximately seven miles from campus are Community Hospital of San Bernardino and Loma Linda University Behavioral Health and Medical Center. The County hospital, Arrowhead Regional Medical Center, which also provides emergency and inpatient medical and behavioral health services, is located 14 miles west of the campus. Additionally, the County of San Bernardino Department of Behavioral Health, a Department partner, operates the Community Crisis Response Team (CCRT), a community-based mobile crisis response program for those experiencing a psychiatric emergency. Residents of Pacific Village will be afforded access to wraparound behavioral health services, wellness programs, and supports designed to promote whole-person care.

The single-campus Continuum of Care serves to address disparities in the housing needs of residents experiencing or atrisk of homelessness. A much needed alternative to hospitalization and homelessness, the Recuperative Increase options across the life span that serve as an alternative to incarceration, hospitalization, homelessness, and institutionalization

Yes

Care Center will create a safe place for individuals discharged from local Emergency Departments, justice and other facilities to heal from illness or injury that does not meet criteria for in-patient hospitalization. The **Recuperative Care Center** intends to establish 10 of the 32 beds for Severely Mentally III (SMI) residents in order to address the specialized medical and behavioral health needs of those who may be otherwise subject to extended hospitalization and/or incarceration. The array of supportive and permanent housing will provide affordable independent living options across the lifespan, ensuring all residents, including SSI/SSP and CAPI applicants and recipients and other adults who are experiencing or at risk of homelessness, have the right to age in place with dignity and respect in the community of their choice. On- and off-site programming and supports will be designed to support the needs of all residents, which includes improved access to robust person-centered medical and behavioral health programming, intensive wraparound and case management services (e.g., legal assistance, workforce development, linkage to acute and long term benefits and financial assistance). The Continuum of Care supportive services will ensure residents of all ages have the autonomy to live in the least restrictive

Meet the needs of vulnerable populations with the greatest barriers to access, including Yes Wheet the needs of vulnerable populations with the greatest barriers to access, including Yes Wes West West West West West West Wes			community of their choice.
Meet the needs of vulnerable populations with the greatest barriers to access, including people experiencing Neet the needs of vulnerable populations with the greatest barriers to access, including people experiencing Nest Neath program will have a presence on-site, providing comprehensive wraparound wellness services to address			The Pacific Village Campus will provide access to recuperative care and supportive permanent housing, allowing the most vulnerable and at-risk County residents to gain equitable access to an array of housing options. Individuals served within the Continuum of Care includes those with some of the most pronounced barriers to care such as those experiencing or at-risk of homelessness, and including justice involved individuals. On- and off-site services shall be made available to residents, such as legal services, job training, and employment opportunities, which may include collaborative efforts with other County Departments (e.g., Behavioral Health, Public Defender, Sherriff's Department, District Attorney and Probation). A strong professional partnership already exists between these County Departments, working diligently together to collectively address the needs of the older and disabled adult populations, especially those whom are experiencing or at-risk of homelessness. Similarly, the Department of Aging and Adult
Meet the needs of vulnerable populations with the greatest barriers to access, including people experiencing Yes Yes Yes Yes Yes			currently established, state and
populations with the greatest barriers to access, including people experiencinghealth program will have a presence on-site, providing comprehensive wraparound wellness services to address	Meet the needs of vulnerable		, ,
barriers to access, including people experiencing Yes Yes Yes presence on-site, providing comprehensive wraparound wellness services to address			
people experiencing Yes comprehensive wraparound wellness services to address		No	
Wellness services to address	-	Yes	
homelessness and justice			
challenges faced by the most			challenges faced by the most

vulnerable older adults experiencing mental health symptoms and diagnoses. The Age Wise program specializes in providing in-home behavioral health supportive services to include evidence-based individual and group therapy, intensive case management and linkage, peer support, wellness education and trainings, occupational therapy, assistance with activities of daily living, assistance completing benefits applications, and transportation. This program has proven demonstrated success in providing services to older adults with behavioral health care needs, including individuals experiencing or at-risk of homelessness. Services may also be provided via Telehealth by Age Wise staff, all of whom are professionally trained and/or certified Telemental Health Providers. The CCE grant funds would therefore help to further enhance San Bernardino County's efforts to create additional opportunities in which populations that traditionally face barriers to accessing care may now have increased access to comprehensive services, resources and supports to reduce obstacles to sustain community living.

The expanded housing typologies planned at Pacific Village as afforded by this grant will provide SSI/SSP and CAPI applicants and recipients and

Ensure care can be provided in the least restrictive settings to support community integration, choice, and autonomy	Yes	other adults who are experiencing or at risk of homelessness with an array of housing options to meet the varied needs of a diverse and growing population. The planned community will provide a multitude of ground-level housing units to increase access to safe, suitable, and accessible homes to seniors, as well as individuals with mobility limitations or disabilities. Americans with Disabilities Act Amendments Act (ADAAA) compliant units will ensure residents who require the use of mobility devices, including but not limited to wheelchairs or walkers, and other adaptive equipment or devices, will have equitable access to independent living units. On- and off-site supports and programming such as intensive wraparound services, which may include case management and occupational therapy, will seek to promote independent living to ensure seniors and individuals with disabilities can live safely at home, in the least restrictive setting possible.
		The Pacific Village Campus will leverage County and Medi-Cal investments to support ongoing sustainability. The Recuperative Care Center will provide medical and behavioral health services for clients for up to 90 days. Medical services and operations will be sustained through direct contracts with the local managed health care plans (MHCs), local

Leverage county and Medi-Cal investments to support ongoing sustainability	Yes	hospitals and/or the County Sheriff. The Department of Behavioral Health (DBH) is committed to providing funding for 10 behavioral health beds, designated to serve Severely Mentally III clients not covered under CalAIM. The contracted provider will be required to establish contracts with Inland Empire Health Plan (IEHP) and/or Molina, San Bernardino County's MHCs, as well as DBH, the County's Mental Health Plan. The County anticipates CalAIM reimbursements will provide a majority of recuperative care operating costs; remaining costs will be reimbursed through additional contracts. Additionally, the contract provider will make every effort to establish contracts with the 18 hospital Emergency Departments countywide, for direct pay referrals to recuperative care. Supportive services provided to residents of the Platinum Campus permanent housing units will be supported through Medi-Cal reimbursements. For example, the Age Wise program, which will provide behavioral health supports for individuals age 59 and older, is currently Medi-Cal certified; DBH programs for individuals age 18 to 58 are also Medi-Cal certified.
		The project will leverage County and State investments to expand infrastructure on approximately 6.82 acres, creating an array of community based housing typologies and options for adults,

#### Leverage the historic state investments in housing and homelessness

Yes

seniors, and persons with disabilities experiencing or at risk of homelessness. The County intends to utilize American Rescue Plan Act (ARPA) and CCE grant funds to leverage existing County-owned land resources to improve access to affordable housing and improve access to services for SSI/SSP and CAPI applicants and recipients and other adults who are experiencing or at risk of homelessness. This project will allow for the rehabilitation and remodeling of two existing buildings, which will become the 32-bed Recuperative Care Center, as well as upgrades to the on-site commercial kitchen, which will provide nutritious meals for Recuperative Care clients and will allow for workforce development opportunities for residents of the campus. The single-campus Continuum of Care serves to address disparities of an at-risk population by providing a much needed alternative to hospitalization and homelessness. The Recuperative Care Center will create a safe place for individuals discharged from local Emergency Departments, justice and other facilities to heal from illness or injury. Investment in the 30 new permanent housing units will expand access to long-term, affordable independent living options across the lifespan, for up to 40 individuals, ensuring all residents have the right to age in place in the community of their

choice. County housing resources will support the operations of the Permanent Housing units. Residents of the Platinum Units will pay income-based rent in accordance with current housing policies and procedures. Housing resources, including but not limited to voucher programs and housing grants, will provide operating subsidies to ensure the sustainability of the housing units.

# 11. Describe how the proposed project will expand community capacity for serving the target populations and address urgent gaps in the care continuum

Under CCE, this includes seniors and adults with disabilities who require long-term care supports, giving priority to applicants and recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) and/or Cash Assistance Program for Immigrants (CAPI) benefits who are at risk of or experiencing homelessness.

Please include data that demonstrates the project's need. This may include, for example, a county needs assessment, a facility wait list, the number of comparable facilities in the area, or other quantifiable documentation.

#### (Limit 500 words.)

The Platinum Campus will expand community capacity by providing access to new resources for adult residents experiencing or at risk of homelessness, including seniors and adults with disabilities who require long-term care supports. As the largest camp in the continental United States in terms of landmass, San Bernardino County covers over 20,052 square miles. The County's estimated 2.2 million residents are distributed across a vast geographic landscape including isolated, rural residential and mountain communities, creating significant housing and service challenges related to access for adults who are experiencing or at risk of homelessness. The 2022 San Bernardino County Point in Time Count identified 3,333 homeless residents, a 7% increase from the previous 2020 Point in Time Count. Nearly half (47%) of unsheltered adults surveyed stated they first became homeless in the City of San Bernardino. Older adults, age 50 and over, account for 26% of the homeless population, over 20% of homeless older adults reported a life-threatening chronic health condition, and nearly 29% reported a physical disability that seriously limits the ability to live independently. Additionally, 29% reported mental

health issues and nearly 37% reported substance use. Further, the 2020 American Community Survey reported approximately 300,000 residents in San Bernardino County were living at or below the poverty level. County residents currently have access to three recuperative care centers in the Inland Empire, comprised of Riverside and San Bernardino counties, covering more than 27,000 square miles with a population of over 4.7 million people. There is only one recuperative care center within San Bernardino County, in the City of Rancho Cucamonga, with a total of 20 beds. The 32 beds at Pacific Village Recuperative Care Center will serve a critical need for an estimated 128 clients annually. The Recuperative Care Center will provide individuals a safe place to receive treatment for minor illnesses or injury along with a full array of supportive social services, including access to primary care, behavioral health services, nutritious meals and stable housing. County residents experiencing or at risk of homelessness, may be identified and referred to recuperative care by local Emergency Departments, medical centers, health care providers and the County's various homeless-focused programs, including Sheriff H.O.P.E. (Homeless Outreach and Proactive Enforcement), InnROADS (Innovative Remote Onsite Assistance Delivery) and Home Safe. The 30 housing units will provide permanent supportive housing options for up to 40 individuals. Platinum Units will include single- and multi-tenant occupancy options, providing affordable housing to single individuals, couples, multi-generational families and individuals with live-in caretakers. The 30 new affordable units on the Platinum Campus will be designated for residents with disabilities and/or mobility limitations, and will accommodate mobility aids. Platinum residents will have full access to the array of on-site supportive services and amenities, such as outdoor seating, pet park, and recreation areas. Platinum Units will prioritize older adults and adults with disabilities who are applicants or recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) and/or Cash Assistance Program for Immigrants (CAPI) benefits who are at risk of or experiencing homelessness.

# 12. BHCIP ONLY - NO CCE RESPONSE REQUIRED: Does the proposed project commit to serving applicants and recipients of Medi-Cal benefits?

Does Not Apply - Check Here

# 13. BHCIP ONLY - NO CCE RESPONSE REQUIRED: Of the population that will be served by your project, what is the projected percentage of Medi-Cal beneficiaries?

Select N/A from the drop down menu
N/A - CCE Only

# 14. Does the proposed project commit to serving applicants and recipients of SSI/SSP or CAPI benefits?

Yes

15. Of the population that will be served by your project, what is the projected percentage of SSI/SSP or CAPI applicants or recipients? Provide current (if applicable) and projected percentages:

	Current percentages	Projected future percentages
SSI/SSP	0	95
САРІ	0	5

16. Which of the following best describes the project's construction type? *Enter values for square footage as numbers only: e.g., 1,354 sqf should be entered as 1354. Square footage should be for the project scope only.* 

Construction Type	Acquisition and adaptive reuse of an existing property (e.g., repurposing a grocery store)
Total Project Square Footage	150000

#### 17. Will the applicant need to purchase land for the proposed project?

No

# 18. Please check the box(es) that apply to the current application request and include the funding amount requested for each phase:

These options are limited based on the first question asked in the application.

#### Only whole numbers are allowed (no decimals). This is to aid automated match calculation.

The numbers entered below should be the same values given for Total Cost: Funded by Grant in the corresponding section on the required Budget Template document. Do not include match, only grant amount being requested.

See the <u>Budget Narrative Guide</u> for examples of allowable costs for each section below, as well as Sections 3.4 and 3.5 of the <u>Joint RFA</u>.

Applicants are encouraged to discuss acceptable uses of Feasibility and Pre-Development costs with their AHP Implementation Specialist.

		Funding amount requested for phase
Feasibility	*	144627
Development Planning	✓	977879
Acquisition (including Land)	×	
Rehabilitation of Existing Facility for Expansion	*	3512920
New Construction	*	9102923

#### **19.** Does the facility already exist? If yes, a box will appear below for additional information.

No

20. Is the facility licensed and in good standing? If yes, a box will appear below for additional information.

(No response)

21. If the project is new construction (i.e., a new facility or new setting being built), how many individuals from the target populations will it serve annually?

Annual Capacity	(No response)	Note: this section does not allow a response based on question 8, which indicates this proposal includes multiple projects,
Number of Beds or Units	(No response)	including new construction and rehabilitation of existing structures.

# 22. If the project is an expansion (addition, renovation, or adaptive reuse) of an existing facility or setting, how many more individuals from the target populations will it serve than at present, and what is the percentage increase in numbers served?

As applicable, provide the number of beds or units. For 'Total New Beds or Units' combine existing beds serving the target population with additional beds for this total.

#### Enter 'N/A' as appropriate.

Annual Increase in Capacity	168
Number of New Beds or Units	72
Total New Beds or Units	72

23. If the applicant is renovating a facility that is providing services to existing clients and the clients must be temporarily relocated during the renovation, does the applicant certify that they are adhering to all applicable relocation plan requirements and licensing and/or certification requirements?

Yes

# 24. Describe the planned facility, including the types of services that will be offered. (Limit 500 words.)

Pacific Village is a County-owned site, comprised of approximately 6.82 acres. Conveniently located on the border of the cities of San Bernardino and Highland, residents are just minutes away from shopping, dining, schools, entertainment, and more. The campus currently provides 28 transitional housing units with supportive services for formerly homeless individuals and families impacted by the COVID-19 pandemic. The Platinum Campus, a subdivision within the Village, will provide permanent supportive housing units for older adults and adults with disabilities, giving priority to applicants and recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) and/or Cash Assistance Program for Immigrants (CAPI) benefits who are at risk of or experiencing homelessness. Comprised of architecturally pleasing prefabricated homes, the 30 Platinum units will provide affordable housing and supportive social services for up to 40 individuals. All of the units will provide first-floor access for residents with mobility limitations. With a full kitchen and bath, each of the one- and two-bedroom units provide residents with privacy and independence. The Recuperative Care Center, centrally located on campus, will provide 32 beds, serving an estimated 128 individuals annually. The Recuperative Care Center will include a community gathering area, semi-private rooms, restrooms, shower and laundry facilities, assessment/exam rooms and administrative offices. Guests will receive three nutritious meals daily prepared and served in the on-site commercial kitchen/cafeteria, comprehensive case management, supportive social services and transportation to off-site medical appointments. Residents of Platinum units and recuperative care guests will have access to a full array of on-site services and amenities to foster whole-person wellness. On-site Case Management will provide individuals with a collaborative path to develop a clear plan for sustainable independent living, secure permanent housing and sustainable income, including but not limited to assistance applying for Social Security benefits, public assistance (e.g., Supplemental Nutrition Assistance Program [SNAP]), job training and employment opportunities. Additional supports will provide residents with ample opportunities to participate in therapeutic and personal enrichment programs, including but not limited to individual therapy, group therapy, occupational therapy, and community-group activities, such as gardening or crafts. The Pacific Village Platinum Campus and future planned expansion seek to create a full Continuum of Care on one campus - creating a "one-stop-shop" for housing supports and services for County residents experiencing or at risk of homelessness - with access to recuperative care, transitional and permanent supportive housing. The master planned campus is designed to create a cohesive and unified community, with a variety of housing typologies, land uses, facilities and services. Complete with beautiful landscaping, integrated walking paths, on-site clubhouse, and laundry facilities, Pacific Village will provide a safe and tranguil home for residents. The completed Pacific Village Campus will provide various outdoor activity and leisure areas, such as a shaded barbeque area, multiple outdoor lounges with fire-pits, gaming

areas, and a pet park. The gated-community and carefully planned campus will provide residents and guests of Pacific Village a peaceful haven to call home.

### 25. Please identify the source(s) and amount of cash and/or in-kind contributions—such as land or existing structures—that fulfill the match requirement. Services are not allowed as match. (See <u>RFA</u> Section 3.3.)

Use as many of the item lines below as needed. Enter whole values only, no decimals. Do not enter ranges.

	Source	Amount
Item 1	American Rescue Plan Act of 2021	1183935
Item 2		
Item 3		
Item 4		
Item 5		

#### Section 3 - Site Readiness

26. Does the applicant have evidence of site control? Site control must include one of the following:

Clear title with no encumbrances or limitations that would preclude the proposed use (fee title)

27. If the applicant does not have evidence of site control (e.g., answered no on Question 26), please describe the plan and timeline for obtaining site control, and provide supporting evidence and a memorandum of understanding (MOU) or partnership agreement between site owner/applicant. (Limit 500 words.)

(No response)

28. Does the applicant have all needed local, regional, and state approvals, will-serve letters, and building permits?

No

# 29. List all approvals and permits that will be required to complete the project, and describe your strategy for obtaining them. (Limit 500 words.)

The County of San Bernardino is a self-permitting entity. As the campus is owned by the County, all required building permits for the Pacific Village expansion will be reviewed, approved, and issued by the County of San Bernardino Land Use Division. Upon grant award, the County Project and Facilities Management Department (PFMD) will implement a strategy in which a Project Manager (PM) will be the focal point of the project development. The PM will begin completing all requisite environmental reports as well as identifying all agencies which will be consulted including water, sewer, electric and gas utilities. Each of these utility agencies will have a specific process and related fees associated with their connection to the new planned development. As the County agency solely responsible for oversight of all capital improvement projects, PFMD has the expertise, as demonstrated by the department's scope of work and responsibilities, and is well-versed in the required environmental testing and permitting requirements for construction projects of this magnitude. PFMD has strong collaborative relationships with the County's Land Use Services Department, Real Estate Services Department, the Fire Marshall, and other various non-ccanousunty entities, including utility companies, which will serve to ensure timely and successful coordination of pre-development permitting requirements.

# 30. Does the applicant have documentation of all required behavioral health facilities and services certifications/licenses, including those required by the appropriate state department?

No

31. If the project can't be licensed/certified by the state or at the local level until it is completed (e.g.; if answered "No" on Question 30), please list the relevant licensing/certification timelines and requirements. (Limit 500 words.) Please note: As part of the technical assistance that will be made available, applicants will be guided through the licensure and certification process to prepare them for the possibility of being successfully licensed or certified.

The project will not require licensure.

32. Please provide a detailed narrative description of the proposed project's construction and design, including how the design will serve the target population(s).

Please describe any preliminary site plans, design drawings, and/or construction plans for the proposed project. This may include cost estimates with valid budgetary numbers from an architect, engineer, or licensed general contractor. If no construction plan is yet in place, please submit a valid Rough Order of Magnitude (ROM) cost estimate from an architect, engineer, or licensed general contractor. Please include a description of site amenities (examples: community and common areas, laundry, gated access, security, recreational areas, pool, community garden, etc.) and sustainable and green building elements. Please describe any site mitigation requirements and complex or costly structural or site/topographical requirements. The narrative should also include an explanation of any required demolition and off-site improvements, as well as a detailed construction breakdown of these expenses. (Limit 1500 words)

San Bernardino County owns approximately 6.82 acres of land in San Bernardino City, known as Pacific Village, which provides 28 transitional supportive housing units, including a single family home, multifamily apartments, and temporary housing units. The County plans to develop this site into a full service Continuum of Care (CoC) Campus to promote community health and expanded housing options for our most vulnerable residents. The CoC concept will include an array of affordable housing typologies providing access to affordable temporary, supportive, and permanent housing options with on-site services. Through a collective impact partnership between County Departments and contracted providers, Pacific Village will provide adults experiencing or at risk of homelessness with a safe home and resources for whole-person wellness and self-sufficiency.

The County requests \$14.1 million in Community Care Expansion (CCE) grant funds to support development of a sub-division within the Pacific Village Campus, known as Phase II, or the Platinum

Campus. Phase II expansion will include a 32-bed Recuperative Care facility for medical and behavioral health, with commercial kitchen and cafeteria, and new construction of 30 pre-fabricated permanent housing units for adults who are recipients or applicants of Supplemental Security Income/State Supplementary Payment (SSI/SSP) and/or Cash Assistance Program for Immigrants (CAPI) benefits. Platinum residents will have full access to all on-site community amenities and supportive services. The attached conceptual site plan provides the roadmap for the fully developed, multi-phased master-planned community, including many new amenities and additional housing units. The muted satellite imagery (bottom layer) depicts Phase I of the property, as well as two privately owned adjacent parcels marked "not a part" of the Pacific Village Campus. An overview of the full development is illustrated by the prominent, darker colored top layer of the conceptual plan.

When the County completed Phase I, approximately two-thirds of the campus was renovated to develop an interim supportive housing site for homeless adults affected by the COVID-19 pandemic. Perimeter fencing with a guarded main entrance and multiple electronic-controlled exit gates were installed to create a gated-community for the safety and security of Pacific Village residents. The closed campus includes a park-like landscaping throughout the campus, and multiple outdoor gathering areas. Phase I includes a single family home (#23 on the site plan), multi-family apartment building (# 14), administration building (#13), cafeteria (#12), and chapel building (#22). The single family home and apartment building were completely remodeled, including bathroom upgrades to ensure ADAaccessibility. The chapel building originally contained a large chapel, small office, and several training rooms. During Phase I, approximately 900 square feet of the northern wing was converted to create a two-bedroom apartment for the on-site property manager, ensuring 24-hour, 7-day a week access for resolution of resident needs. Additional property improvements included renovation of the administration building and existing northern parking lot. The playground was demolished and replaced with an outdoor animal park, a unique feature that ensures residents are able to have pets while residing at Pacific Village. Further improvements in Phase I provided for the installation of 20 temporary housing units (travel trailers) and an on-site laundry facility. As a result of Phase I renovations, the single family home, multi-family apartment, and administration buildings are not subject to Phase II expansion activities. Some Phase I features cannot be seen on the conceptual site plan due to the planned expansion in Phase II, which necessitates demolition of a small portion within the middle of the campus.

Phase II expansion of the Pacific Village Platinum Campus, which will utilize requested CCE grant funds, will include on- and off-site improvements to increase residential capacity, repurpose existing buildings, improve property features, construct new housing units, and renovate buildings. The project will require demolition of the existing covered pavilion, concrete pad, parking lot, pet park, restroom, and laundry facilities. This will expand the existing unimproved portion of the northwest corner of the campus to allow for better egress/ingress to the entrance of the campus, improve traffic flow, and provide space necessary for additional disabled parking. Wet and dry utility capacity will be increased to support the additional residents living on campus. Existing electrical meters will need to be consolidated into a primary meter and existing offsite overhead power lines along Valeria Drive and Pacific Street need to be undergrounded to meet requirements by the utility agency. Sewer and water lines and meters serving the current campus will be increased to ensure proper capacity is available, including additional laterals to connect utilities to the detached housing units. Additional on-site improvements will be necessary to prepare the site, such as grading and compacting the site for each of the detached units. Additional Phase II improvements related to existing structures includes renovation and remodeling of the cafeteria and chapel buildings to develop the Recuperative Care Center.

In Phase II, the remaining 4,900 square feet within the chapel building will be converted to create a Recuperative Care Center; the proposed floor plan is provided as an attachment to this application. The 740 square foot office will provide staff with a secure work area, private unisex restroom, secure exterior access, and secure interior access to the residential area. The residential center will include a 1,600 square foot living area, with 32 semi-private sleeping units, 10 will be designated ADA-accessible. The sleeping units will be constructed of modular office walls, an open ceiling, and closing door. Residents will have access to a 450 square foot indoor sitting area with television and a 600 square foot covered, outdoor courtyard. The Recuperative Care Center will also provide residents with five showers, including one ADA-accessible shower, multi-stall men's and women's restrooms, and a unisex restroom. An indoor laundry facility will ensure residents have access to clean clothing and linens from the beginning of their stay through discharge. The Recuperative Care Center was strategically designed to ensure intake interviews and/or medical exams are conducted in a safe and private area. Exterior access to the exam room allows new guests access to the shower and laundry facilities prior to entering the common areas within the residential portion of the recuperative care center. A newly constructed outdoor animal shelter and storage area, located adjacent to the north side of the recuperative care facility, will provide a secure area for guests to house their pets and leave belongings that may not fit within the sleeping area. The 2,900 square foot cafeteria building will be renovated and utilized to support the Recuperative Care Center. The cafeteria includes a large commercial kitchen, which includes grease traps, range hood, walk-in freezer, and refrigerator. A significant portion of the building houses the cafeteria area, including two unisex restrooms, several storage areas, and a large multi-purpose common area. The common area will be used as a cafeteria for the three scheduled meal times: breakfast, lunch, and dinner; guests will also have access to nutritious snacks throughout the day. During non-meal periods, the multi-purpose room may be used as a community gathering space for recuperative care guests to foster interpersonal relationship skills, participate in social gatherings, and social/personal enrichment activities, such as games, arts and crafts, or book clubs.

Full expansion of the campus will include 144 newly constructed housing units, expanded community amenities, and a recuperative care center. The proposed site plan incorporates multiple proposed housing typologies, including traditional and non-traditional building methods. Detached housing units

27 / 35

will include 50 3-D printed units, 44 pre-fabricated duplex units for interim and supportive housing, 30 pre-fabricated "units for Single Resident Occupancy (SRO) transitional housing, and a 30-unit traditional apartment building to support permanent housing; 30 of the 144 new units will replace the current temporary (travel trailer) units located on-site. The gated entrance (#21) will be expanded to create a 'turn around' driveway and improved egress/ingress for the property. Additional park-like landscaping and walking paths will be incorporated throughout the campus, along with multiple outdoor gathering areas, which include covered and shaded areas with seating, tables, barbeques, fire pits, and game and activity areas. Community amenities include on-site laundry facilities, fenced pet park, community garden, and large Community Center. The Community Center will be designed to include smaller, private conference rooms, which can be used for on-site services (e.g., individual therapy, case management) and large gathering spaces for group activities (e.g., group therapy, arts and crafts). San Bernardino County is requesting CCE grant funds to support the Platinum Campus only, a total estimated project cost of \$16.1 million; the \$14.7 million request for CCE funds is based on the Rough Order of Magnitude (ROM) prepared by OCMI, Inc. and County match. As detailed in the attached ROM, demolition is projected to cost \$334,283. Rehabilitation of, and new construction around, the chapel and cafeteria buildings to establish the Recuperative Care Center, adjacent storage and pet kennels, will cost approximately \$1.3 million. A majority of the project costs, approximately \$14.5 million, will apply to site improvements and new construction to develop 30 pre-fabricated housing units, including pro-rated utility upgrade costs required to support additional residents, and pro-rated costs for renovation,

expansion, and addition of community amenities.

33. Please upload the following documents:

a. A completed schematic design checklist BHCIP/CCE Joint RFA Application 11

b. Any preliminary site plans, design drawings, or construction drawings for the proposed project— these may include schematic designs, architectural drawings, construction blueprints, and/or other renderings (please limit each file size to less than 20 MB)

c. Resumes of the development team that developed the design/construction plans

d. A copy of all executed contracts for hire related to your project's development team (lawyer, construction manager, development manager, architect, consultants, contractor, etc.)

If you do not have one or more of the requested documents available, please share your timeline for completing them in the box below. Otherwise, enter "NA"

All requested documents are uploaded.

34. Please fill out and upload the schedule for design, acquisition of the property, and/or development or rehabilitation. Design, acquisition, or development/rehabilitation should begin within 6 months of funding award, subject to achieving necessary permits and approvals.

Section 4 - Community Support and Engagement

35. To demonstrate support for the proposed project, please attach a letter of support from one or more of the following:

Label all letters of support as follows: LOS\_Project Title\_Agency or Role of Author. An example would be: LOS\_Sunny Acres Rehab\_Kern County BH Department. Abbreviations are fine.

#### **Responses Selected:**

County board of supervisors, county behavioral health director, or county executive

Applicant's CEO and/or board (if applicable)

Stakeholders or other community-based organizations

Elected Official

36. How will you demonstrate local engagement in the project? Be prepared to upload Form 6: Community Engagement Tracker in the documents upload section. This form explains how stakeholders e.g., community-based organizations (CBOs), members of the target population, residents, civic leaders, and frontline staff have been meaningfully involved in the visioning and development of this project.

37. Describe how the project will address inequities for the target population(s) and meet the needs of individuals from diverse backgrounds. Examples of types of diversity include race, religion, country of origin, language, disabilities, culture, economic background, gender, sex, and behavioral health. The description should include supporting evidence of the strategies' effectiveness, if available. (Limit 500 words.)

Housing inequities among the homeless, and individuals at risk of homelessness, is increasingly impacting older adults and most minority groups, especially Black, Latino/Hispanic, and Indigenous groups. Pacific Village will address inequities for a diverse target population by utilizing the Housing First model, Fair Housing practices and housing subsidies. The Housing First approach method provides individuals with a foundation for life improvement and supports to promote whole person wellness. A variety of potential operating subsidies though the local public housing authority and project-based Section 8 programs will help make the development affordable to individuals who do not have enough financial resources to afford rents that will be needed to support the property. By expanding access to affordable housing to a diverse population, the Pacific Village Campus will seek to close the gap in housing stability for County residents experiencing or at risk of homelessness. 38. For the racial and ethnic populations that will be served, provide your best estimate of the percentage of the total people of each population. (Percentages must add up to 100%. Enter "0" if the population will not be served.)

	Percent
African American/Black: %	18
Asian American/Pacific Islander: %	2
Latino/Hispanic: %	36
Native American/Alaska Native: %	3
White: %	38
Mixed race: %	2
Other: % (please specify below and limit your response to a paragraph)	1
Total	100.0

39. How have you verified that your projected percentages reflect the community you plan to serve, and how will you measure successful utilization? Please include any data sources used for comparison.

The projected percentages of the community we plan to serve, as listed in 38 above, are based on 2022 Point in Time Count demographics, which may not be reflective of equitable access to a diverse population. The County operates under a very strict non-discrimination policy and is fully committed to inclusion and equity in service delivery at the Pacific Village Campus, as in all operations.

## Budget Template - Full CCE Funding (REF: Pgs. 36-38)

#### Completed - Sep 8 2022

Applicants asking for any other funding besides pre-development and feasibility are required to upload the **Full CCE Budget template**. If you require assistance completing this budget form, or any of the other forms or attachments for this application, please contact your AHP Implimentation Specialist or email **CCE@dss.ca.gov**.

Applicants should review the **<u>Budget Narrative and Glossary of Terms</u>** for key information on how to fill out this budget template.

Full CCE funding may also include funding for Pre-Development and Feasibility; those line items should be included on this budget.

Only excel files will be accepted. For a 508 compliant version of this template, contact **<u>bhcip.cce.info@ahpnet.com</u>**.

#### Form1BudgetTemplate\_PacificVillagePlatinumCampus\_09072022

Filename: Form1BudgetTemplate\_PacificVillagePlati\_sJwnOWa.xlsx Size: 26.8 kB

# Document Upload: Form 3: Schematic Design Checklist<sup>(REF: Pgs. 39-40)</sup>

#### **Completed** - Sep 8 2022

Please label all files for upload as follows: *Document Title\_Project Title\_Date*. Keep file names short – abbreviations are acceptable. Consistency is appreciated by the review team. Using this example, Form 2: Budget Template could be uploaded as *Form 2 Budget\_Sunny Acres Project\_0601*.

#### Do not upload a password protected file.

Form-3 Schematic-Design-Checklist

#### SCHEMATIC-DESIGN-CHECKLIST (Excel)

#### Form3SchematicDesignSchedule\_PacificVillagePlatinumCampus\_23Aug2022

Filename: Form3SchematicDesignSchedule\_PacificVill\_157DfoT.pdf Size: 185.7 kB

# **Document Upload: Form 4: Design, Acquisition, and Construction Milestone Schedule** (REF: Pgs. 41-42)

Completed - Sep 1 2022

Please label all files for upload as follows: Document Title\_Project Title\_Date. Keep file names short – abbreviations are acceptable. Consistency is appreciated by the review team. Using this example, Form 2: Budget Template could be uploaded as Form 2 Budget\_Sunny Acres Project\_0601.

#### Do not upload a password protected file.

Template: Design, Acquisition, and Construction Milestone Schedule

Template (excel format): <u>Design, Acquisition, and Construction Milestone Schedule</u>

#### Form4MilestoneSchedule\_PacificVillagePlatinumCampus\_23Aug2022

Filename: Form4MilestoneSchedule\_PacificVillagePla\_fde6y15.pdf Size: 256.1 kB

### **Document Upload: Form 5 Development Team** (REF: Pg.43) **Description/Contact Form**

Completed - Sep 7 2022

Please label all files for upload as follows: *Document Title\_Project Title\_Date*. Keep file names short – abbreviations are acceptable. Consistency is appreciated by the review team. Using this example, Form 2: Budget Template could be uploaded as *Form 2 Budget\_Sunny Acres Project\_0601*.

#### Do not upload a password protected file.

Form-5\_-Development-Team-Description-Contact

#### DeveloperContacts\_PacificVillagePlatinumCampus\_01Sept2022

Filename: DeveloperContacts\_PacificVillagePlatinum\_ZwSlCVc.pdf Size: 79.4 kB

### **Document Upload: Form 6: Community Engagement Form**

Completed - Sep 7 2022

(REF: Pgs.44-70)

Please label all files for upload as follows: *Document Title\_Project Title\_Date*. Keep file names short – abbreviations are acceptable. Consistency is appreciated by the review team. Using this example, Form 2: Budget Template could be uploaded as *Form 2 Budget\_Sunny Acres Project\_0601*.

#### Do not upload a password protected file.

Form-6 Community-Engagement-Form

#### CommunityEngagement\_PacificVillagePlatinumCampus\_15June2022

Filename: CommunityEngagement\_PacificVillagePlatin\_VnjmDXw.pdf Size: 399.4 kB

# **Document Upload: Form 7: Applicant's Certification** (REF: Pgs. 71-73)

#### Incomplete

Please label all files for upload as follows: *Document Title\_Project Title\_Date*. Keep file names short – abbreviations are acceptable. Consistency is appreciated by the review team. Using this example, Form 2: Budget Template could be uploaded as *Form 2 Budget\_Sunny Acres Project\_0601*.

#### Do not upload a password protected file.

Form-7\_-Applicants-Certification

### **Document Upload: Site Readiness Documents (REF: Pgs. 74-109)**

Completed - Sep 1 2022

Please label all files for upload as follows: Document Title\_Project Title\_Date. Keep file names short – abbreviations are acceptable. Consistency is appreciated by the review team. Using this example, Form 2: Budget Template could be uploaded as Form 2 Budget\_Sunny Acres Project\_0601.

#### Do not upload a password protected file.

#### PropertyOwnership\_PacificVillagePlatinumCampus\_23Mar2021

Filename: PropertyOwnership\_PacificVillagePlatinum\_2XnXvrw.pdf Size: 148.1 kB

# Document Upload: Letter(s) of support (REF: Pgs. 110-141)

**Completed** - Sep 8 2022

Please label all files for upload as follows: *Document Title\_Project Title\_Date*. Keep file names short – abbreviations are acceptable. Consistency is appreciated by the review team. Using this example, Form 2: Budget Template could be uploaded as *Form 2 Budget\_Sunny Acres Project\_0601*.

#### Do not upload a password protected file.

### LettersofSupport\_PacificVillagePlatinumCampus\_09082022

Filename: LettersofSupport\_PacificVillagePlatinumC\_wFsKadp.pdf Size: 7.3 MB

### Document Upload: Operating Agreement Note: this is not applicable to this application

#### Incomplete

Please label all files for upload as follows: Document Title\_Project Title\_Date. Keep file names short – abbreviations are acceptable. Consistency is appreciated by the review team. Using this example, Form 2: Budget Template could be uploaded as Form 2 Budget\_Sunny Acres Project\_0601.

#### Do not upload a password protected file.

### Document Upload: Preliminary Site Plans, Design Drawings, or Construction Drawings (REF: Pgs. 142-176)

Completed - Sep 1 2022

Please label all files for upload as follows: Document Title\_Project Title\_Date. Keep file names short – abbreviations are acceptable. Consistency is appreciated by the review team. Using this example, Form 2: Budget Template could be uploaded as Form 2 Budget\_Sunny Acres Project\_0601.

#### Do not upload a password protected file.

#### Conceptual Site Plan PacificVillagePlatinumCampus 17June2022

Filename: Conceptual\_Site\_Plan\_PacificVillagePlati\_ZY0MYDJ.pdf Size: 4.3 MB

#### ConceptualPreFabHousingUnits\_PacificVillagePlatinumCampus\_17June2022

Filename: ConceptualPreFabHousingUnits\_PacificVill\_oHmoeuk.pdf Size: 264.3 kB

#### <u>ConceptualFloorPlanRecuperativeCare\_PacificVillagePlatinumCampus\_17June2</u> 022

Filename: ConceptualFloorPlanRecuperativeCare\_Paci\_3d3saq0.pdf Size: 175.9 kB

#### FinalROM\_PacificVillagePlatinumCampus\_23Aug2022

Filename: FinalROM\_PacificVillagePlatinumCampus\_23Aug2022.pdf Size: 1.1 MB

### Document Upload: Development Team Resume (REF: Pgs. 177-180)

Completed - Sep 1 2022

Please label all files for upload as follows: Document Title\_Project Title\_Date. Keep file names short – abbreviations are acceptable. Consistency is appreciated by the review team. Using this example, Form 2: Budget Template could be uploaded as Form 2 Budget\_Sunny Acres Project\_0601.

#### Do not upload a password protected file.

#### DeveloperQualifications\_PacificVillagePlatinumCampus\_01Sept2022

Filename: DeveloperQualifications\_PacificVillagePl\_NkeAHCn.pdf Size: 754.4 kB

## **Document Upload: Contracts With Development Teams**

Completed - Sep 1 2022

Please label all files for upload as follows: Document Title\_Project Title\_Date. Keep file names short – abbreviations are acceptable. Consistency is appreciated by the review team. Using this example, Form 2: Budget Template could be uploaded as Form 2 Budget\_Sunny Acres Project\_0601.

#### Do not upload a password protected file.

#### <u>DevelopmentServicesAgreementExecuted\_PacificVillagePlatinumCampus\_27Apr</u> <u>il2022</u>

Filename: DevelopmentServicesAgreementExecuted\_Pac\_VM8UEl6.pdf Size: 4.7 MB

### Document Upload: Collaboration Documents Note: this is not applicable to this application

#### Incomplete

Please label all files for upload as follows: Document Title\_Project Title\_Date. Keep file names short – abbreviations are acceptable. Consistency is appreciated by the review team. Using this example, Form 2: Budget Template could be uploaded as Form 2 Budget\_Sunny Acres Project\_0601.

#### Do not upload a password protected file.

### Document Upload: Documents of Incorporation Note: this is not applicable to this application

#### Incomplete

Please label all files for upload as follows: Document Title\_Project Title\_Date. Keep file names short – abbreviations are acceptable. Consistency is appreciated by the review team. Using this example, Form 2: Budget Template could be uploaded as Form 2 Budget\_Sunny Acres Project\_0601.

#### Do not upload a password protected file.

### **Document Upload: Plan to Obtain Site Control** (REF: Pgs. 301-336)

Completed - Jun 13 2022

Please label all files for upload as follows: Document Title\_Project Title\_Date. Keep file names short – abbreviations are acceptable. Consistency is appreciated by the review team. Using this example, Form 2: Budget Template could be uploaded as Form 2 Budget\_Sunny Acres Project\_0601.

#### Do not upload a password protected file.

#### Ownership\_Platinum Campus\_06 13 2022

Filename: Ownership\_Platinum\_Campus\_06\_13\_2022.pdf Size: 148.1 kB

		Applicant Instruct	ions:	
	Please review the Budget N	larrative and Glossa	ry of Terms for any	clarifications.
Please fill in yellow	highlighted cells with as m	uch accurate detail	as possible. This bu	udget is the basis of your funding.
Please seek & includ	e professional developmen	t team estimates &	actual bids with as r	much accurate detail as possible.
	Please include Preva	ailing Wage labor co	sts for all relevant ti	rades.
	CCE	APPLICANT INFO	RMATION	
Applicant Name and Contact	Department of Aging an	d Adult Services - P	ublic Guardian: Sha	ron Nevins, Director-Public Guardian
Information			ubile Guaraian, sila	
County or Tribal Nation	San Bernardino County			
Organization Name:	Aging and Adult Service			
Name of Proposed Project:	Pacific Village Platinum	Campus		
Projected Start Date:	Feb-23			
Contact Name, Email & Phone:	Sharon Nevins, Director	-Public Guardian, 9	09-891-3917, Sharor	n.Nevins@hss.sbcounty.gov
Assessor Parcel Number (APN)				
Assessor Parcel Number (APN)				
		NT FULL BUDGET I		
	Project	Development Cos	sts by Phase	<b>1</b>
	Funded by Grant	Funded by	Total Costs	Notes
		Match		
FEASIBILITY/DUE DILIGENCE	611.050	64.405	612.140	
Owner Administration (10% autofill) Legal	\$11,953 \$1,800	<b>\$1,195</b> \$180	\$13,148 \$1,980	
Architect	\$1,800	\$180	\$1,980	
Consultants (Specify)	<i>401,000</i>	<i>45,105</i>	\$0	
Engineers	\$27,463	\$2,746	\$30,209	
Construction Manager/Owner's Rep	\$38,410	\$3,841	\$42,251	
SIR (Site Investigation Report)			\$0	
Site Surveys (soils & enviro)			\$0	
Other Feasibility / Due Diligence Costs			\$0	
Other Feasibility / Due Diligence Costs			\$0	
Contingency (10% autofill)	\$13,148	_	\$13,148	
Total Feasibility Costs	\$144,627	\$13,148	\$157,775	
PRE-DEVELOPMENT - (CCE ONLY)			-	
Owner Administration (10% autofill)	\$8,631	\$863	\$9,494	
Legal	\$4,500	\$450	\$4,950	
Architect (Schematic Design)	\$46,668	\$4,667	\$51,335	
Construction Manager/Owner's Rep	\$7,682	\$768	\$8,450	
Civil Engineering	\$5,954	\$595	\$6,549	
MEP Engineers	\$15,556	\$1,556	\$17,112	
Structural Engineer Consultants (Specify)	\$5,954	\$595	\$6,549 \$0	
Other Pre-Dev Costs (Specify)		-	\$0	
Other Pre-Dev Costs (Specify)			\$0	
Other Pre-Dev Costs (Specify)			\$0	
Contingency (20% autofill)	\$18,989		\$18,989	
Total Pre-Development Costs	\$113,933	\$9,494	\$123,428	
DEVELOPMENT PLANNING	· · · · · · · · · · · · · · · · · · ·			
Owner Administration (10% autofill)	\$74,082	\$7,408	\$81,490	
Legal	\$4,500	\$450	\$4,950	
Architect (DD and CD's)	\$420,012	\$42,001	\$462,013	
Construction Manager/Owner's Rep	\$69,138	\$6,914	\$76,052	
Civil Engineer	\$53,582	\$5,358	\$58,940	
MEP Engineer	\$140,004	\$14,000	\$154,004	
Structural Engineer	\$53,582	\$5,358	\$58,940	
Consultants (Specify)			\$0	
Consultants (Specify)			\$0	
Consultants (Specify)			\$0	
Other Dev Planning Costs (Specify)			\$0	
Other Dev Planning Costs (Specify)			\$0 \$0	
Other Dev Planning Costs (Specify) Contingency (20% autofill)	\$162,980		\$0	
Total Development Planning Costs		ć01 400		
	\$977,879	\$81,490	\$1,059,369	
LAND COSTS/ACQUISITION	ćo		ćo	
Owner Administration (2% autofill) Land Cost or Value	\$0		\$0 \$0	
Demolition			\$0	
Legal			\$0	
Broker Fee			\$0	
			T -	

Construction Manager			ćo	
Construction Manager			\$0 \$0	
Closing Costs			\$0 \$0	
Land Lease Rent Prepayment Other Acquisition Costs (Specify)			\$0 \$0	
Contingency (5% autofill)	\$0		\$0	
Total Land Costs		ć0		
	\$0	\$0	\$0	
Existing Improvements Value (for Match) Off-Site Improvements			\$0 \$0	
	ć0	ćo.		
Total Acquisition Costs	\$0	\$0	\$0	
	¢120,402	<b>\$13.940</b>	6452.242	
Owner Administration (5% autofill)	\$139,402	1 - 7	\$153,342	
Legal Construction Manager/Owner's Rep	\$18,000 \$57,420	\$1,800 \$5,742	\$19,800 \$63,162	
Physical Needs Assessment (PNA)	\$37,420	\$5,742	\$03,102	
Site Work (Materials and Labor)	\$1,464,180	\$146,418	\$1,610,598	
Structures (Materials and Labor)	\$796,847	\$79,685	\$876,531	
General Requirements/Requirements	\$227,198	\$22,720	\$249,918	
Contractor Overhead	\$99,967	\$9,997	\$109,964	
Contractor Profit	\$99,967	\$9,997	\$109,964	
Prevailing Wages Administration	+,507	<i>+-,,,,,,,,,,,,,</i>	\$0	
General Liability Insurance	\$13,496	\$1,350	\$14,845	
Relocation Costs		. ,	\$0	
Project Inspection			\$0	
Signage and Marketing			\$0	
Furniture/Fixtures/Equipment (FFE)	\$10,957	\$1,096	\$12,052	
Urban Greening			\$0	
Other Rehabilitation: (Specify)			\$0	
Other Rehabilitation: (Specify)			\$0	
Other Rehabilitation: (Specify)			\$0	
Owner's Contingency (20% autofill)	\$585,487		\$585,487	
Total Rehabilitation Costs	\$3,512,920	\$292,743	\$3,805,663	
NEW CONSTRUCTION				•
Owner Administration (5% autofill)	\$344,974	\$34,497	\$379,471	
Legal	\$18,000	\$1,800	\$19,800	
Construction Manager/Owner's Rep	\$250,548	\$25,055	\$275,603	
Site Work (Materials and Labor)			\$0	
Hard Costs (Materials and Labor)	\$5,626,489	\$562,649	\$6,189,138	
General Conditions/Requirements	\$555,382	\$55,538	\$610,920	
Contractor Profit	\$488,736	\$48,874	\$537,610	
Prevailing Wages Administration			\$0	
General Liability Insurance	\$32,990	\$3,299	\$36,289	
Project Inspection			\$0	
FFE (Furniture/Fixtures/Equipment)	\$268,650	\$26,865	\$295,515	
Signage & Marketing			\$0	
Urban Greening			\$0	
Other New Construction: (Specify)			\$0	
Other New Construction: (Specify)			\$0	
Other New Construction: (Specify)			\$0	
Other New Construction: (Specify)			\$0 \$0	
Other New Construction: (Specify)	\$1 E17 1EA		\$0 \$1 517 154	
Owner's Contingency (20% autofill)	\$1,517,154	¢750 577	\$1,517,154	
Total New Construction Costs CONSTRUCTION PERMITS & FEES	\$9,102,923	\$758,577	\$9,861,500	
	60F 000	<u>¢2.580</u>	630 403	
Owner Administration (10% autofill) Bond Premium or Subcontractor Default	\$25,893	\$2,589	\$28,483	
Insurance (SDI)	\$212,450	\$21,245	\$233,694	
Builders Risk Insurance	\$46,485	\$4,649	\$51,134	
Title and Recording	÷.0,.05	<i>¥</i> .,0.5	\$0	
Permit Fees			\$0	
Local Development Impact Fees			\$0	
Employment Reporting			\$0	
			\$0	
Other Const. Permits & Fees (Specify)			1	
			\$0	
Other Const. Permits & Fees (Specify)			\$0 \$0	
Other Const. Permits & Fees (Specify) Other Const. Permits & Fees (Specify)	\$28,483			
Other Const. Permits & Fees (Specify) Other Const. Permits & Fees (Specify) Other Const. Permits & Fees (Specify)	\$28,483 \$313,311	\$28,483	\$0	
Other Const. Permits & Fees (Specify) Other Const. Permits & Fees (Specify) Other Const. Permits & Fees (Specify) Owner's Contingency (10% autofill)		\$28,483	\$0 \$28,483	
Other Const. Permits & Fees (Specify) Other Const. Permits & Fees (Specify) Other Const. Permits & Fees (Specify) Owner's Contingency (10% autofill) Total Construction Permits & Fees		\$28,483	\$0 \$28,483	
Other Const. Permits & Fees (Specify) Other Const. Permits & Fees (Specify) Other Const. Permits & Fees (Specify) Owner's Contingency (10% autofill) Total Construction Permits & Fees RESERVES		\$28,483	\$0 \$28,483 \$341,794	

Total Reserves Amount	\$0	\$0	\$0	
OTHER PROJECT COSTS				
Post Construction Commissioning			\$0	
Marketing/PR/Communications			\$0	
Move-In fees			\$0	
Accounting/Reimbursable			\$0	
Other Costs: (Specify)			\$0	
Other Costs: (Specify)			\$0	
Other Costs: (Specify)			\$0	
Other Costs: (Specify)			\$0	
Owner's Contingency (10% autofill)	\$0		\$0	
Total Other Project Costs	\$0	\$0	\$0	
DEVELOPER COSTS				
Developer Overhead			\$0	
Consultants/Processing Agents			\$0	
Project Administration			\$0	
Other Developer Costs: (Specify)			\$0	
Total Developer Costs	\$0	\$0	\$0	
Developer Fee (5%)			\$824,592	Excludes Contingency \$
TOTAL PROJECT COSTS	\$14,165,593	\$1,183,935	\$16,174,120	TOTAL includes Developer Fee and Match Amount

	\$	% of Total	
Match \$ Amount & % of Total Costs	\$1,183,935	10.00%	Excludes Contingency & Developer Fee
Total Contingency	\$2,326,240	16.42%	% of Total Project Cost, excludes Developer Fee
Total Reserves	\$0	0.00%	% of Total Project Cost, excludes Developer Fee
Total Administration	\$604,934	3.94%	% of Total Project Cost, excludes Developer Fee

Agency Name: Aging and Adult Services-Public Guardian

Person completing form: Contact Person: Sharon Nevins

BHCIP/CCE Application Instructions: Please complete this form with as much information as possible. This will assist in determining if a site is 'Launch Ready.'

		Date Started	Date Completed	As evidenced by
	DESIGN CHECKLIST		Luce completed	(to be completed by BHCIP/CCE reviewers)
Civil Engineering				
	Site Dimension Control	November 2022	June 2023	
	Off-Site Utilities	November 2022	June 2023	
	On-Site Utilities	November 2022	June 2023	
	Grading and Drainage	November 2022	June 2023	
Structural Engineering				
	Foundation Design		N/A	
	Garage Design		N/A	
	Building Frame		N/A	
Architectural / Interiors				
	Building and Site Plan	March 2023	June 2023	
	Unit Plans and Finish Program	March 2023	June 2023	
	Amenity Space Layout	March 2023	June 2023	
	Area Tabulations		N/A	
	Roof Design		N/A	
	Exterior Elevations	March 2023	June 2023	
	Exterior Materials		N/A	
	Elevator Quality and Speed		N/A	
MEP				
Engineering	HVAC Systems Design		N1/A	
	HVAC Systems Design Electrical Systems		N/A N/A	
	Plumbing Systems		N/A N/A	
	Energy Conservation Concepts	March 2023	June 2023	
Landscape				
Architecture				
	Landscape Design Concepts	March 2023	June 2023	





	Hardscape Design Concepts	March 2023	June 2023	
	Softscape Design Concept	March 2023	June 2023	
Development				
	Schedule Summary	March 2023	June 2023	
	Soft Cost Summary	March 2023	June 2023	
	Consultant Proposal Summary		N/A	
	Building Tabulations Summary	March 2023	October 2023	
	Full SD Drawing Set Review	March 2023	June 2023	
	<b>Building Elevations Review</b>	March 2023	October 2023	
	Unit Plan Review	March 2023	October 2023	
Construction				
	Hard Cost Summary	March 2023	June 2023	





### Form 4: Design, Acquisition, and Construction Milestone Schedule

**Name of organization:** Aging and Adult Services-Public Guardian**Person completing form:** Contact Person: Sharon Nevins *Instructions: Please provide the best estimates for completion dates. These milestones will assist us to make sure projects will expend funds in accordance with RFA Section 4.1, as well as create the basis for the payment schedule.* 

PHASE	MILESTONE	ESTIMATED
		DATE (or N/A)
Feasibility	Feasibility Study	N/A
Feasibility	Site Programming	N/A
easibility	Fit Study	N/A
Feasibility	Stakeholder Support	N/A
Feasibility	Business Plan	N/A
Feasibility	Development Team Identified	November 2022
Design	Architect Hired	February 2023
Design	Construction Manager Hired	N/A
Design	Schematic Drawings (SDs) Start	March 2023
Design	Schematic Drawings (SDs) Complete	June 2023
Design	Engineering Teams Hired (Geotech/Civil/Structural/MEP)	February 2023
Design	Design Drawings (DDs) Start	July 2023
Design	Design Drawings (DDs) Complete	October 2023
Acquisition	Development Team Hired	N/A
Acquisition	Feasibility Study/Schematic Designs	N/A
Acquisition	Letter of Intent (LOI) Delivered	N/A
Acquisition	Purchase and Sale Agreement (PSA) Delivered	N/A
Acquisition	PSA Executed	N/A
Acquisition	Due Diligence/Physical Needs Assessment	N/A
Acquisition	Community Support Approvals	N/A
Acquisition	Legal Review of Title/PSA/Due Diligence	N/A
Acquisition	Due Diligence Ends	N/A
Acquisition	Will Serve Letters Received Approvals	N/A
Acquisition	Land Closing/Encumbered	N/A
Development	Construction Drawings (CDs) Start	November 2023
Development	General Contractor RFP Start	February 2024
Development	General Contractor Selected	April 2024
Development	Construction Contract (GMAX) executed	June 2024
Development	Construction Drawings (CDs) 85% complete	February 2024
Development	CDs Submitted for Building Permit	February 2024
Development	Building Permit Issued	February 2024
Construction	Break Ground/Start Construction	July 2024
Construction	Foundations Complete	*TBD
Construction	Exterior Envelope Complete	*TBD
Construction	Finish Construction	December 2024

\*Contractor's means & methods, this detail of scope will be established upon signing contract



Construction	FFE Delivery	December 2024
Construction	Walk Through/Sign Off	December 2024
Construction	All Liens Lifted/Final Payments	December 2024
Construction	Temporary Certificate of Occupancy Issued	December 2024
Move-In	Interiors & Operating Systems Finalized	December 2024
Move-In	Start Operations	March 2025





### Form 5 Development Team Description/Contact Form

#### Development Team Roster

Developer Team	Name	Email	Telephone	Address	Website
Construction Manager	LaBarge Construction	josh@qmgonline.com	(909) 931-9763 31	95 E. Guasti Road, #100 Ontario, CA 91761	www.qmgonline.com
Development Management Firm	LBI Pacific II, LLC	josh@gmgonline.com	(909) 931-9764 31	05 E. Guasti Road, #100 Ontario, CA 91761	
Owner's Representaive	DAAS	Sharon.Nevins@hss.sbcounty.gov	(909) 891-3917 784	E. Hospitality Lane, San Bernardino CA 92415	www.bcounty.gov/daas
Architect	Mars Hill Studio	tony@marshillstudio.com	(714) 556-8299 253	33 Green Briar Lane, Costa Mesa, CA 92626	www.marshillstudio.com
Civil Engineer	KES	dkessler@kestechnologies.com	(949) 339-5331 On	e Venture Suite #130 Irvine, CA 92618	www.kestechnologies.com
Specialty Consultant	Stan Smith	stans@qmgonline.com	(909) 931-9763 31	95 E. Guasti Road, #100 Ontario, CA 91761	



Aging and Adult Services Public Guardian

# Community Care Expansion Stakeholder Engagement

San Bernardino County Department of Aging and Adult Services-Public Guardian administered two stakeholder engagement surveys to obtain feedback and input from community members, as well as the various County and community agencies who provide critical services and supports throughout the homeless continuum of care.

Over the course of several months, 56 professional members of the community and 113 constituents participated in the stakeholder engagement surveys.

June 15, 2015

me of Organization:	Aging and Adult Services - Public Guardian	Phone:	909-891-3917	Community Engagemen	t SharbingNewins@hss.sbcounty.gov	Project Name:	Pacific Village P	latinum Campus	
ructions: Explain how	stakeholders e.g., Community Based Organizations (CBOs), m	embers of the target popu	ılation, residents, civic leaders, c	and frontline staff have been meani	ngfully involved in the visioning and development	t of this project			
			~	· · · · · · · · · · · · · · · · · · ·	ut Turching France				
			L	ommunity Engageme	nt Tracking Form				
Date	Event Type	# of Participants	Target Group	Event Description	Objectives/ Purpose	Post Event Report Out Provided (y/n)	Follow-Up Needed (y/n)	Status of Follow-Up	Supporting Documents/ Materials
4/6/2022	ADRC Advisory Committee Meeting	12	CBOs	Aging and Disabilities network of	engage in access to services, programs related	tY	Y	pending to share Letters of	Support template and Survey
4/20/2022	Senior Affairs Commission		Advocates for Seniors	Monthly General Session	advisory body on policy matters related to the needs of senior citizens and disabled				
4/21/2022	Interdepartmental Meeting		Behavioral Health Homeless Services	Collaboration Meeting	Discuss collaborative efforts to provide services to residents at housing site				
4/26/2022	2 Multi-Disciplinary Team Meeting (MDT) Yucca Valley	14	SB County Employees	MDT meeting - virtual	Introduce CCE, ask for LOS and Survey Help	Emailed LOS and Surveys to Participants	NO	None required	N/A
4/27/2022	Interagency Council on Homelessness		San Bernardino Continuum of Care Stakeholders	Monthly ICH Meeting	The ICH is the policy making body for the San Bernardino City and County Continuum of				
4/27/2022	2 Multi-Disciplinary Team Meeting (MDT) VictorValley	20+	SB County Employees	MDT meeting - phone	Introduce CCE, ask for LOS and Survey Help	Participants to call for information	NO	None required	N/A

Name of Organization: Aging and Adult Services - Public Guardian	
--	--

Community Engagement Sharking Newins@hss.sbcounty.gov

Project Name: Pacific Village Platinum Campus

Instructions: Explain how stakeholders e.g., Community Based Organizations (CBOs), members of the target population, residents, civic leaders, and frontline staff have been meaningfully involved in the visioning and development of this project

Phone: 909-891-3917

Date	Event Type	# of Participants	Target Group	<b>Event Description</b>	<b>Objectives/ Purpose</b>	Post Event Report Out Provided (y/n)	Follow-Up Needed (y/n)	Status of Follow-Up	Supporting Documents/ Materials
5/2/2022	MHSA Housing Complex - Magnolia and 9th	31 finished surveys 55+ El	derly population	"Grab and Go"	Talk with Elderly Residents about CCE/Survey	NO	NO	None required	Age Wise information& swag left with reside
5/3/2022	MHSA Housing Complex - Horizon Yuciapa	29 finished surveys 55+ El		"Grab and Go"	Talk with Elderly Residents about CCE/Survey	NO	NO	None required	Age Wise information& swag left with reside
5/3/2022	APS MDT - San Bernardino Office		inty Employees and Agency employees	MDT by phone	Introduce CCE, ask for survey	Emailed survey link	No	N/A	N/A
5/5/2022	MHSA Housing Complex - Bloomington	31 finished surveys 55+ El	derly population	"Grab and Go"	Talk with Elderly Residents about CCE/Survey	NO	NO	None required	Age Wise information& swag left with reside
5/6/2022	MHSA Housing Complex - Redlands.	32 finished surveys 55+ El	derly population	"Grab and Go"	Talk with Elderly Residents about CCE/Survey	NO	NO	None required	Age Wise information& swag left with resid
5/12/2022	Jerry L. Pettis Memorial Veterans Medical Center - Caron Bayor	1 Hospit	al Staff	Phone call and email	Introduce CCE, ask for survey	Emailed survey link	No	N/A	N/A
5/12/2022	Montclair Hospital Medical Center - Jennifer Ramierz	1 Hospit	al Staff	Phone call and email	Introduce CCE, ask for survey	Emailed survey link	No	N/A	N/A
5/12/2022	Community Hospital of San Bernardino - Anna Spencer	1 Hospti	al Staff	Phone call and email	Introduce CCE, ask for survey	Emailed survey link	No	N/A	N/A
5/12/2022	Loma Linda University Medical Center - Becky Brewster	1 Hospti	al Staff	Phone call and email	Introduce CCE, ask for survey	Emailed survey link	No	N/A	N/A
5/12/2022	Chino Valley Hospital - Vicky Hernandez	1 Hospit	al Staff	Phone call and email	Introduce CCE, ask for survey	Emailed survey link	No	N/A	N/A
5/13/2022	Kaiser/Fontana/Ontario - Minerva Rodriquez	1 Hospti	al Staff	Phone call and email	Introduce CCE, ask for survey	Emailed survey link	No	N/A	N/A



### Community Care Expansion Stakeholder Engagement Professionals

Page 1

Professionals Surveyed: 56

This survey references four potential housing models:

Adult Residential Facility (ARF): Licensed non-medical facilities that serve persons ages 18 to 59 who are unable to live by themselves, but who do not need 24-hour nursing care. ARFs are sometimes called board and care facilities.

**Recuperative Care:** Also known as medical respite. A program that offers a safe place to discharge homeless patients when they no longer require hospitalization, but still need to heal from an illness or injury.

**Residential Care Facilities for the Elderly (RCFE):** Licensed non-medical facilities that serve persons 60 and older who are unable to live by themselves, but who do not need 24-hour nursing care. RCFEs are sometimes called assisted living or board and care facilities.

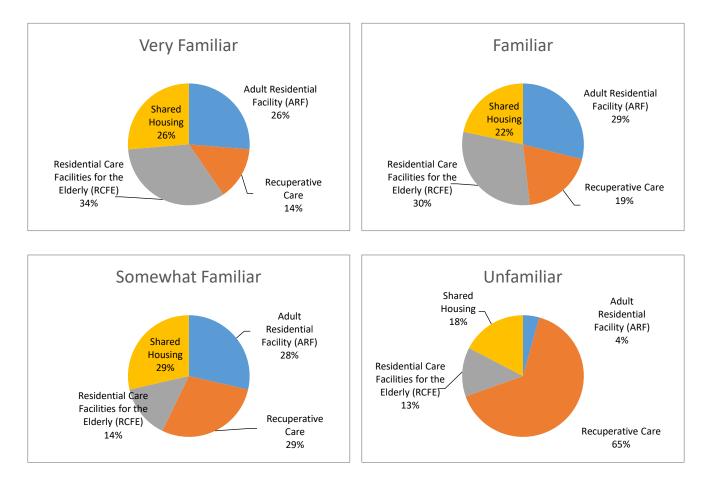
**Shared Housing:** A living arrangement in which two or more unrelated people live in a house or apartment, sharing costs associated with maintaining housing such as rent and utilities.



Professionals

Page 2

How familiar are you with the following:

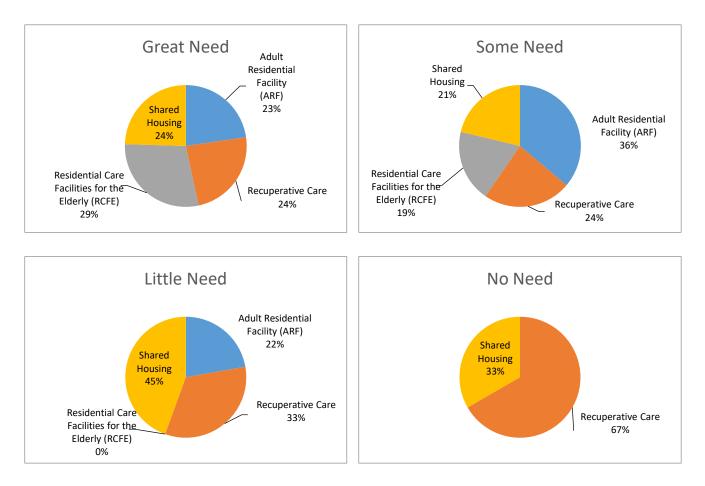




Professionals

Page 3

In your opinion, what is the need for each:

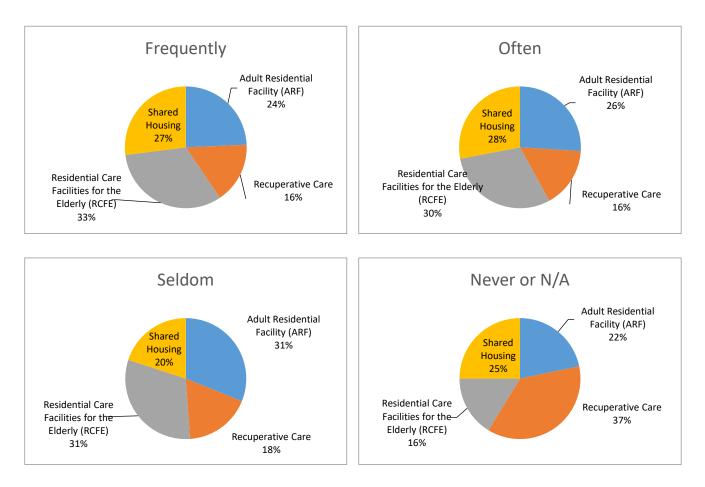




### Community Care Expansion Stakeholder Engagement Professionals

Page 4

In the last 12-months, how often have you referred to, or had a professional need to refer individuals to:

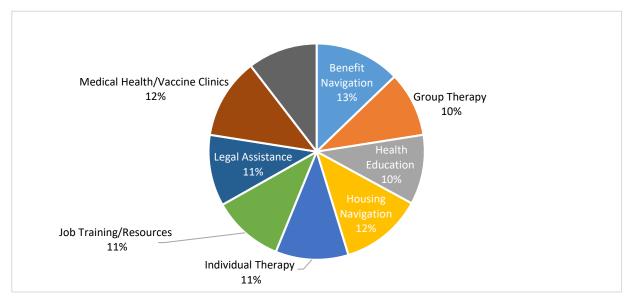




### Community Care Expansion Stakeholder Engagement Professionals

Page 5

### Which of the following programs and services should be provided on-site:



What other on-site programs or services do you think are important to support individuals who are experiencing or at-risk of homelessness?

- $\cdot$  Social and recreational activities
- · Substance treatment
- $\cdot$  Family therapy and family resources
- $\cdot$  24-hour Crisis/Emergency services
- · Exercise facilities/pool
- $\cdot$  Religious services
- · Classes: computer, life skills, financial/money management
- · Meal programs
- · Basic necessities (food, clothing, personal hygiene)
- $\cdot$  Place for animals
- · Care coordination
- · Computer/internet access

\*Indvidual responses have been modified and/or consolidated. See Appendix B-1 for a complete list.



Professionals

Page 6

### Please add any additional comments you would like to share:

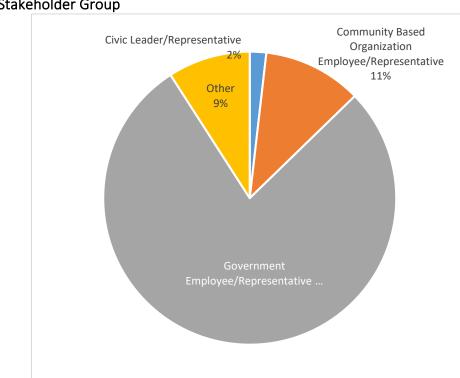
- 1 If shared housing becomes available, each client should be able to have their own room, not 2 clients to a room.
- 2 Coordination is vital to wrapping around services. Make sure there is true multidisciplinary (and multi-agency) case management.
- 3 There should be a connection to healthcare to assist seniors with following up on medical appointments and care.
- 4 Nutrition education is a priority.
- 5 More day treatment programs for homeless or at-risk, and better services communication for transitioning these individuals through the county system of care.

\*Indvidual responses have been modified and/or consolidated. See Appendix B-2 for a complete list.



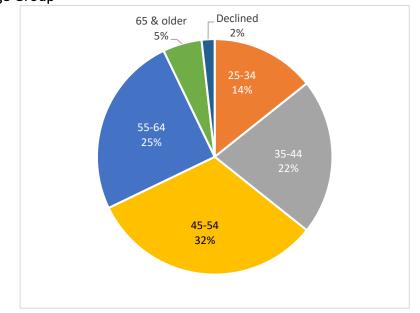
Professional Demographics

Page 7



### Stakeholder Group



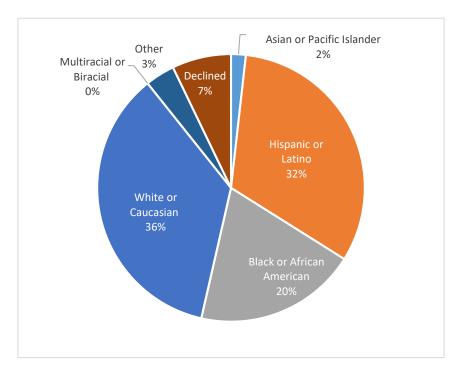




Professional Demographics

Page 8

### Race/Ethnicity



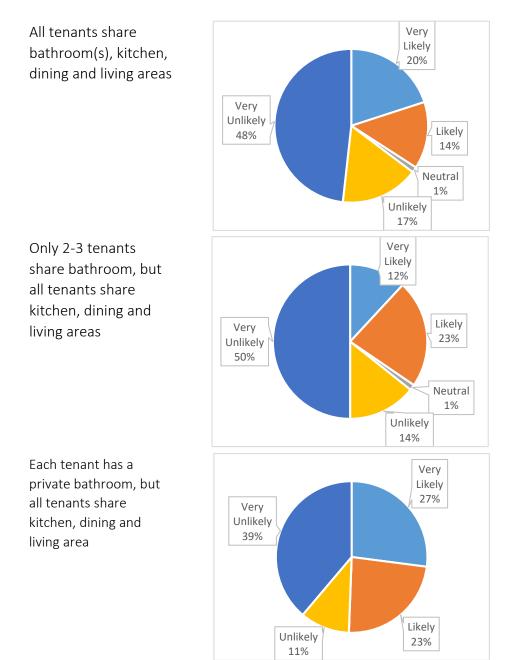


Constituents

Page 1

Constituents Surveyed: 113

How likely would you be to accept permanent housing in a <u>two-person room</u>, within a multi-tenant building, where:

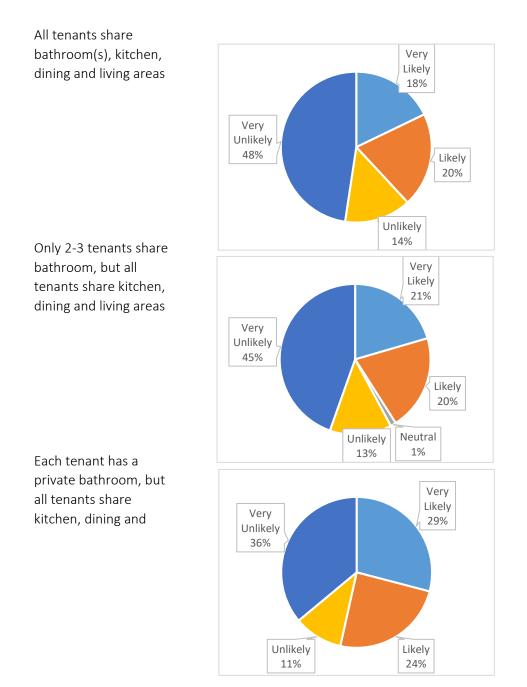




### Community Care Expansion Stakeholder Engagement Constituents

Page 2

How likely would you be to accept permanent housing in a <u>private room</u>, within a multi-tenant building, where:

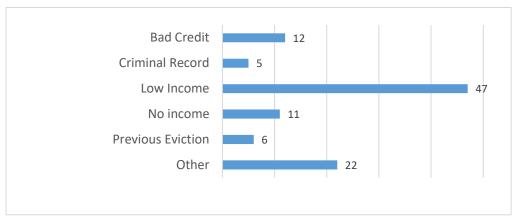




### Community Care Expansion Stakeholder Engagement Constituents

Page 3

### Which of the following apply to your situation in experiencing or being at-risk of homelessness?



Other:

- · Domestic violence (2)
- · Lived in board & care/room & board (1)
- · Lost benefits (1)
- · Lived in board & care/room & board (1)
- $\cdot$  Mental health (1)
- No photo identification (1)
- · Purchasing personal residence (1)
- · Supporting a dependent adult (1)
- Taken advantage of (1)

\*Indvidual responses have been modified and/or consolidated. See Appendix A-1 for a complete list.

#### Which of the following programs and services should be provided on-site:





Constituents

Page 4

## What other on-site programs or services do you think are important to support individuals who are experiencing or at-risk of homelessness?

- •Classes: Cooking, Hygeien, Manners, Self Care, Time/Money Management
- •Cleaning Assistance
- Clothing
- •Community Activities/Areas/Outings
- •Computers/Internet Access
- •Financial Assistance
- •Fitness Program/Equipment
- •Food bank
- •Legal Aid
- Library
- Mechanic
- •On-call 24/7 emergency services
- •Other community services
- Parking
- •Pool/Spa
- •Salon/Barber
- •Security Guards
- •Services for children & families
- Transportation
- Veterinarian
- •Voting
- •Water Fountains

\*Indvidual responses have been modified and/or consolidated. See Appendix A-2 for a complete list.

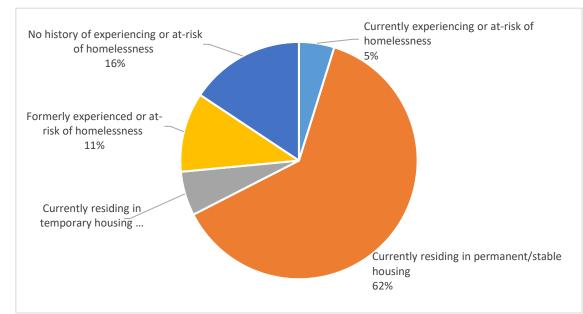
\*\* Individual responses from "additional comments" have been modified and/or consolidated. See Appendix A-3 for a complete list.



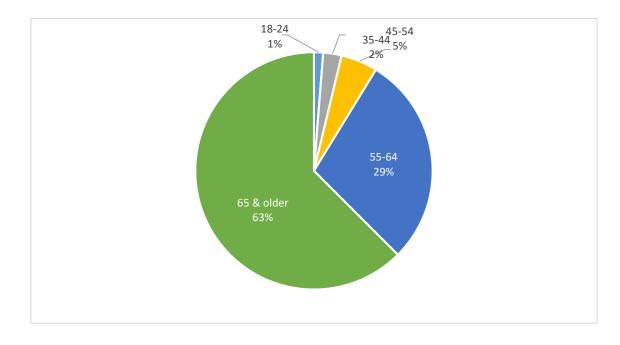
**Constituent Demographics** 

Page 5

### Stakeholder Group



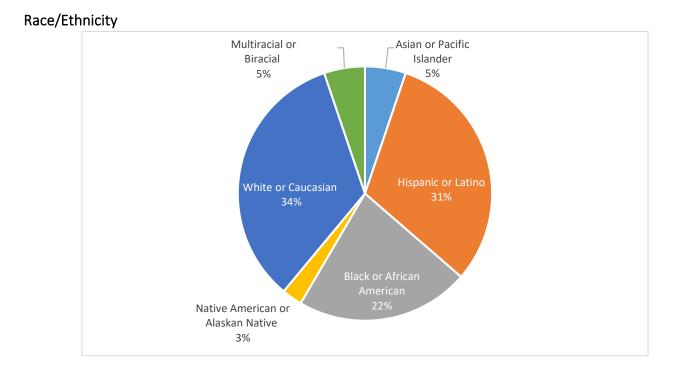
#### Age Group





Constituent Demographics

Page 6





APPENDIX A-1

Page 1

## Which of the following apply to your situation in experiencing or being at-risk of homelessness? (unedited individual responses to "Other")

- 1. supports son with mental health dx/sx. adamant about ensuring son is housed
- 2. No drivers license
- 3. purchasing personal residence
- 4. domestic violence
- 5. new landlord came and kicked everyone out, even those that had no problems. False people that took advantage of me.
- 6. domestic abuse from spouse/fleeing-leaving
- 7. None Provided
- 8. none apply
- 9. NA
- 10. Lived in room and boards or board and care home
- 11. none
- 12. risk of homelessness
- 13. none
- 14. Much More
- 15. NA
- 16. NA
- 17. NA
- 18. not homeless, or risk of
- 19. NA
- 20. SYSTEM: Checkbox was checked but no text entered.
- 21. Government giving no more S.S.S.
- 22. mental health



**APPENDIX A-2** 

Page 1

## What other on-site programs or services do you think are important to support individuals who are experiencing or at-risk of homelessness? *(unedited individual responses)*

- 1. On-call 24/7 emergency services in the event of crisis
- 2. I don't think they should do it all it VERY INVASIVE!
- 3. services for children & families B37
- 4. Other community services
- 5. Financial relief
- 6. Any that will help.
- Bring a shuttle to this.
- 7. on the job training.
- providing skills that can be complete with certification.
- 8. Clothing.
- food banks.
- services counseling (what services they can get to help them).
- drug/alcohol counseling/recovery.
- 9. Search for people, if they want help.
- Do they have problems alcohol/drugs.
- Recovery Bible based.
- 10. Access to mechanic for car related issues for women (assistance with cost of repairs).
- Access to business clothing for job interviews/searches.
- Hair services at low/free cost for women to fix hair and look presentable to self and others.
- 11. Classes on hygiene & manners
- 12. Hotels and temporary shelter
- Transportation to doctors and other places they have to go
- Regular appointment for transportation
- Check people once a week with a nurse
- Clinic with Pharmacy to get your meds
- Free food and transportation to get food, or deliver the food
- Interim transportation between SEHP
- 13. None Provided
- 14. None Provided
- 15. Classes on hygiene and manners.
- 16. Spa. More visitor parking. Ride to doctor appt. and other appt. Exercise room.



APPENDIX A-2

Page 2

## What other on-site programs or services do you think are important to support individuals who are experiencing or at-risk of homelessness?

### (unedited individual responses, continued)

17. Have times where we get together and have fun days and times to play bingo, scrabble or movie night once a week.

- 18. Not Sure
- 19. Security Guards
- Nurse

20. - A pool that is clean and heated. (Thought we were getting that when we moved here, HAHA ): )

- Ping Pong table or Wii hooked up to our TV in the Clubhouse (for exercise).

- Weekly or monthly bingo or some other group activities.
- Monthly outings: park picnics, train to the beach, museums, etc.

- Enforce the NO SMOKING rule in the building. The smoke comes through the vents and affects my husbands COPD and my health.

- 21. Add:
- Dentist
- TAD
- Podiatrist
- Labs
- Optomology

22. Services for the service people who served in the army, that in their late 70s who is pay their \$1000.00 a month and their income is everything that he loves for, still has to struggle and making it odds and ends, I believe he should be able to lives in a housing home so he could live comfortable, he served his county he good for that but not good enough to entile to live in a house. That goes for any service woman and man.

23. - Ability to purchase fresh foods

- Daily transportation
- 24. Health Education
- Nutrition Education
- Time and Money Management
- Fitness Programs



APPENDIX A-2

Page 3

What other on-site programs or services do you think are important to support individuals who are experiencing or at-risk of homelessness?

(unedited individual responses, continued)

- 25. Transportation to get groceries
- 26. Exercise
- Zumba
- Medication, Yoga, Tai Chi
- Social Outings
- 27. pool
- spa
- vet for pets
- exercise room
- 28. pool
- vets for pets
- salon
- 29. gym
- pool
- barber/ salon
- TADD office
- Dentist
- Labs
- Pharmacy
- Bill payment availability
- Library
- Vet
- Urgent Care
- 30. on site voting
- outdoor exercise equipment
- 31. assistance with cleaning (IHSS)
- 32. voting
- 33. activities
- 34. help getting back in the society (resources)
- 35. places to eat low cost
- 36. hygiene
- self care
- current clothing
- 37. provide shopping bus for tenants



**APPENDIX A-3** 

Page 1

### Please add any additional comments you would like to share.

### (unedited individual responses)

- 1. false hope about the program! DBH offered the same but never came true!
- 2. People need to have the opportunity of long term care. To get on one's feet and stable, that just doesn't happen overnight.
- 3. Helping women who are suffering from abuse/alcohol/drug abuse.
- 4. Program to get people healthy again.
- Small business opportunity
- 5. add water fountains

6. I think it is a good idea. online access, computers to go watch movies. Teaching cooking classes. Special accommodations- ADA. hair cuts. Glasses (reading glasses). Personality tests for jobs and counseling. Books- library big print. Physical Therapy. Computer skills building.

- 7. None Provided
- 8. I hope it is successful.
- 9. add water fountains

10. I'm totally dissatisfied with the parking situation and the difficulty entering the complex sometimes. The codes work sometimes and sometimes not.

- 11. None
- 12. Same as #5
- 13. Swimming pool open and active every day
- Warm jacuzzi
- Musical opportunities

14. We would benefit with help to and from Dr. Appts and to and from grocery stores and other shopping such as walmart for other necessities.

15. Neighborhood socials especially during holidays. Any form of crafts to keep seniors more proactive.

16. I would like to see more activities for the residents.

- Neighborhood watch
- Karaoke night
- Book reading clubs
- Game night
- Pot Luck's
- 17. Housing Help



**APPENDIX A-3** 

Page 2

### Please add any additional comments you would like to share.

### (unedited individual responses, continued)

18. O.K. This is the reason I am doing this survey:

It should be against the law to build a complex without sound proofing the floors of all the upper floor apartments. The lack of sound proofed upper floors causes more hell and hate than you can possibly imagine for both upper and lower tenants.

19. - do more to help with water problems

- carpet cleaning

20. No rent increases, because our income doesn't go up.

21. no

22. maybe transportation

23. need for health programs

24. Something close to a neighborhood watch. And a small fully functioning fire, emt, fire dept. legal aid close- on site.

social networking.

aquatic therapy, range of motion



**APPENDIX B-1** 

Page 1

## What other on-site programs or services do you think are important to support individuals who are experiencing or at-risk of homelessness?

- 1. social and recreational activities, substance treatment, family therapy and family resources
- 2. Emergency services homeless shelter addiction treatment/addiction intervention
- 3. Exercise facilities (weights, swimming, etc.); AOD/smoking cessation programs; social activities/interpersonal events; place to hold religious services (room/hall dedicated for multiple denominations)
- 4. Crisis services 24-hour
- 5. computer classes, meal programs,
- 6. money management classes
- 7. Financial/Money Management
- 8. Veterans affairs
- Transitional assistance (MediCal/CalFresh)
- Basic necessities (clothing/personal hygiene)
- Financial Training/Education (budgeting/spending practice/understanding bills)
- Family Planning (contraception)
- Activities/Fun
- 9. Social activities. Places for them to take their animals with them.
- 10. Education or skill training
- 11. I cannot think of any at this time.
- 12. At this time I am not sure.
- 13. Job Training, Housing Resources
- 14. Drug and alcohol rehabilitation.
- 15. Financial education help to set up banking so that they can receive electronic benefit deposits, how to manage money and debit cards.

Technology education - setting up email/ getting phones. It's hard to navigate benefits, health, jobs, etc without email and phone

16. Care coordination with other providers including healthcare providers, health plans, social services agencies, IHSS, MSSP, etc.

- 17. Drug treatment
- 18. computer training
- social groups (craft classes or language classes)
- 19. N/A
- 20. Mental health services
- Addiction recovery
- Heroin assisted treatment



APPENDIX B-1

Page 2

## What other on-site programs or services do you think are important to support individuals who are experiencing or at-risk of homelessness?

(unedited individual responses, continued)

21. Mental health services

22. access/referral to mental health services: RBEST, Agewise

23. some type of device for internet access (cell phone, tablet, laptop) and instructions on how to use

24. financial budgeting

addiction recovery

25. Substance Abuse Treatment; Mental Health Treatment

26. Life skills... budgeting, completing paperwork and paying bills. Managing healthcare following treatment plans.

27. ADL/IADL Skill groups used as an assessment for housing readiness and prepare for re-entry into the community, IHSS Caregiver Assistance once housed, MSSP Support Assistance for elderly once housed, Leisure Activity/Socialization groups, On site job skill training and an On-the-Job training option for future FT or PT employment, Community volunteerism to strengthen social skills and community bonds, Phone/Computer Skills training, Occupational Therapy Sensory/Emotional Regulation Skills training, Conflict Resolution Skills, Resume writing assistance with a work clothing bank, Substance Use meetings (NA and AA) and recovery resources for rehab, OT/PT/Speech services for medical rehab, Medical and Psychiatric diagnoses education with medication management, NAMI onsite groups to strengthen familial support and understanding of the homeless individual.

28. Medi-Cal, Salvation Army, Goodwill and local business who are willing to hire this kind of population, and law enforcement

29. drug/alcohol counseling, hair cuts(to go along with job training, daycare assistance

30. Money management classes

31. Case management for money managing

Gym to promote physical wellness

Pool for less strenuous exercise for older adults

Drug & alcohol services



**APPENDIX A-2** 

Page 3

What other on-site programs or services do you think are important to support individuals who are experiencing or at-risk of homelessness?

(unedited individual responses, continued)

19. - Security Guards

- Nurse

20. - A pool that is clean and heated. (Thought we were getting that when we moved here, HAHA ): )

- Ping Pong table or Wii hooked up to our TV in the Clubhouse (for exercise).

- Weekly or monthly bingo or some other group activities.

- Monthly outings: park picnics, train to the beach, museums, etc.

- Enforce the NO SMOKING rule in the building. The smoke comes through the vents and affects my husbands COPD and my health.

21. Add:

- Dentist
- TAD
- Podiatrist
- Labs
- Optomology

22. Services for the service people who served in the army, that in their late 70s who is pay their \$1000.00 a month and their income is everything that he loves for, still has to struggle and making it odds and ends, I believe he should be able to lives in a housing home so he could live comfortable, he served his county he good for that but not good enough to entile to live in a house. That goes for any service woman and man. 23. - Ability to purchase fresh foods

- Daily transportation

24. - Health Education

- Nutrition Education
- Time and Money Management
- Fitness Programs

25. Transportation to get groceries

26. - Exercise

- Zumba

- Medication, Yoga, Tai Chi
- Social Outings



**APPENDIX B-1** 

Page 4

## Please add any additional comments you would like to share *(unedited individual responses)*

1. N/A

2. If shared housing becomes available, each client should be able to have their own room, not 2 clients to a room.

3. N/A

4. It is my belief that most of the homeless population abuse drugs or alcohol. If they are not already, they are more likely to.

5. Coordination is vital to wrapping around services. Make sure there is true multidisciplinary (and multi-agency) case management.

6. There should be a connection to healthcare to assist seniors with following up on medical appointments and care

7. N/A

8. Surprised my suggestions did not make the list but spending money on nutrition education was a priority

9. More day treatment programs for homeless or at-risk, and better services communication for transitioning these individuals through the county system of care (instead of separate continents, a Pangea of services). Identifying the "black holes" in the system and providing services to bridge these individuals when they don't fit the parameters of the current services and needed next services. Community education via City Councils, local Police, and their communities to utilize the community of residents as additional sources of support and resources for at-risk and homeless. Encouraging on site volunteerism from communities to aid in community understanding of the issues.

10. This a very good start assist the homeless and the vulnerable population.

11. n/a

12. If shared housing becomes available, each client should be able to have their own room. No 2 clients to a room.

### APPLICANT'S CERTIFICATION OF FUNDING TERMS

Curt Hagman I, \_\_\_\_\_\_, as an Authorized Representative of [insert applicant

name] (Applicant), certify that:

1. The information, statements, and attachments included in this application are, to the best of my knowledge and belief, true and correct.

2. I possess the legal authority to submit this application on behalf of the entity identified as the applicant for funding.

3. The following is a complete disclosure of all identities of interest—of all persons or entities, including affiliates, that will provide goods or services to the BHCIP or CCE project (Project) either (a) in one or more capacity or (b) that qualify as a "Related Party" to any person or entity that will provide goods or services to the Project. "Related Party" is defined in Section 10302 of Title 4 of the California Code of Regulations (CTCAC Regulations).

At this time, the San Bernardino County Department of Aging and Adult Services - Public Guardian (DAAS-PG) is going to be assisted by the San Bernardino County Departments of Behavioral Health and Project and Facilities Management. If the applicant is awarded the grant, DAAS-PG will do a Request for Proposal for other outside parties to assist with executing the grant.

4. As of the date of the application, the Project, or the real property on which the Project is proposed (Property), is not party to or the subject of any claim or action at the State or Federal appellate level.

5. I have disclosed and described below any claim or action undertaken which affects or potentially affects the feasibility of the Project. In addition, I acknowledge that all information in this application and attachments is public and may be disclosed by the State.

6. I understand and agree that the Department will require Eligible Applicants to submit a complete application with all required documents. Further, I understand and agree that the Department reserves



the right to request clarification of unclear or ambiguous statements made in an application and other supporting documents.

7. I further warrant and certify that Applicant will comply with the following guidelines as a condition of receiving this funding:

a. Applicant shall not impose unnecessary barriers to entry for justice-involved populations, to the extent possible and consistent with State law.

b. Applicant shall serve the targeted population(s) when and as described within the application.

c. Applicant commits to the provision of services and building use restrictions (property title shall be legally encumbered for required term) for:

i. (BHCIP) 30 years after the expansion project is placed in service.

ii. (CCE) 30 years for new facilities and 20 years for capacity expansion for an existing facility.

d. Applicant shall use professionally licensed and insured contractors to carry out the work required for the Project.

e. Applicant shall comply with all applicable federal, state, and local relocation laws and shall have an approved relocation plan prior to proceeding with any phase of the Project that will result in the displacement of persons or businesses, if the proposed project requires relocation of any current residents.

f. Applicant shall adhere to the accessibility requirements set forth in California Building Code Chapter 11A and Chapter 11B and the Americans with Disabilities Act, Title II.

g. Applicant shall meet the prevailing wage requirements for construction projects in the State of California (Lab. Code, Sec 1720 et seq.). Applicant shall provide a certification of compliance with California's prevailing wage law, as well as all applicable federal prevailing wage law. The certification shall (a) verify that prevailing wages have been or will be paid, (b) verify that labor records will be maintained and made available to any enforcement agency upon request, and (c) be signed by the general contractor(s) and the Applicant.

h. Applicant shall collect and report data to the State Agency as required.

The Grantee shall defend, indemnify, and hold harmless the Authority and the State of California, and all officers, trustees, agents, and employees of the same, from and against any and all claims, losses, costs, damages, or liabilities of any kind or nature, including attorneys' fees, whether direct or indirect, arising from or relating to the Grant or Project.



I certify that [insert Applicant name] will receive, expend, and administer all funds received under this initiative pursuant to the terms outlined above and understand this is a condition of receiving such funds.

The information provided within the form and attached is true and correct.

<u>X</u>

Authorized Signature

Curt Hagman

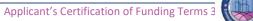
Typed Name of Signatory

Chairman, San Bernardino County Board of Supervisors

Title of Signatory

Date





# **Property Information Management System**

San Bernardino County Office of the Assessor



PIMS PACKAGE REPORT FOR PARCEL 1191-141-37-0000



## **Property Information**

Property Address (Main Situs) Protected per CA. Govt. Code Sect. 6254.21 Protected per CA. Govt. Code Sect. 6254.21

**Owner and Mailing Address** COUNTY OF SAN BERNARDINO

C/O SAN BERNARDINO CTY REAL ESTATE SERV DEPT Protected per CA. Govt. Code Sect. 6254.21 Protected per CA. Govt. Code Sect. 6254.21

Effective Date 03/23/2021

Parcel 1191141370000

Parcel Status ACTIVE

Parcel Type REAL PROPERTY

Property ID

Tax Status EXEMPT FROM ASSESSMENT

Use Code ELEM SCH

Land Access PUBLIC PAVED

Size 3.501 TO 7.000 ACRES

Land Type SINGLE FAMILY RESIDENTIAL

District SAN BERNARDINO

Resp Group REAL PROPERTY

Resp Unit RES ZONE(MAX 14 UTS)&USE EX HPC/MHM(1-14 UTS,CHURC

#### **Current Owners**

Name COUNTY OF SAN BERNARDINO

**Document Numbers** 

20200480172

% Int 100.0000000 Type BILLED OWNER

**R/I** SOLE OWNER

Acquisition Date 11/19/2020

**Document Date** 11/30/2020

Inactive Date NONE

Legal Parcel Map					
Parcel Map Parcel Nbr Unit Book Page					
5102	1191141370000				

Legal Description

PARCEL MAP 5102 PARCEL 3

-

No Legal Reason for Change Found

No Active Homeowner's Exemptions Found



Prior R	oli History	
Yea	r: 2021	
'184	Land Value	
10	Improvement Value	
	Improvement Penalty	
	Pers Prop Value	
191141370000	Pers Prop Penalty	
COUNTY OF SAN BERNARDINO	Total Penalties	
	Total Value	
	HOX Exemptions	
	Special Exemptions	
	Net Value	
Yea	r: 2020	
'184	Land Value	109,10
10	Improvement Value	421,06
6/28/2021	Improvement Penalty	
201	Pers Prop Value	
191141370000	Pers Prop Penalty	
SALVATION ARMY	<b>Total Penalties</b>	
	Total Value	530,17
	HOX Exemptions	
	Special Exemptions	201,46
	Net Value	328,70

## **Prior Roll History**



TRA 7184 Land Value 1	
	106,968
lement NO Improvement Value 4	412,812
on Date Improvement Penalty	0
n Code Pers Prop Value	0
Parcel 1191141370000 Pers Prop Penalty	0
Owner         SALVATION ARMY         Total Penalties	0
Owner Total Value 5	519,780
HOX Exemptions	0
Special Exemptions 5	519,780
Net Value	0
Year: 2018	
TRA 7184Land Value1	104,871
lement NO Improvement Value 4	404,718
on Date Improvement Penalty	0
n Code Pers Prop Value	0
Parcel 1191141370000 Pers Prop Penalty	0
Owner         SALVATION ARMY         Total Penalties	0
Owner Total Value 5	509,589
HOX Exemptions	0
Special Exemptions 5	509,589
Net Value	0



102,815	Land Value	7184	TRA
396,782	Improvement Value	NO	Supplement
0	Improvement Penalty	12/01/2017	<b>Correction Date</b>
0	Pers Prop Value	523N	<b>Correction Code</b>
0	Pers Prop Penalty	1191141370000	Original Parcel
0	Total Penalties	SALVATION ARMY	Billed Owner
499,597	Total Value		Joint Owner
0	HOX Exemptions		
499,597	Special Exemptions		
0	Net Value		
	r: 2016	Yea	
100,799	Land Value	7184	TRA
389,002	Improvement Value	NO	Supplement
0	Improvement Penalty	12/01/2017	<b>Correction Date</b>
0	Pers Prop Value	523N	<b>Correction Code</b>
0	Pers Prop Penalty	1191141370000	Original Parcel
0	Total Penalties	SALVATION ARMY	Billed Owner
489,801	Total Value		Joint Owner
0	HOX Exemptions		
489,801	Special Exemptions		
0	Net Value		



99,285	Land Value	<b>TRA</b> 7184
354,611	Improvement Value	Supplement YES
0	Improvement Penalty	Correction Date
0	Pers Prop Value	Correction Code
0	Pers Prop Penalty	Original Parcel 1191141370000
0	Total Penalties	Billed Owner SALVATION ARMY
453,896	Total Value	Joint Owner
0	HOX Exemptions	
453,896	Special Exemptions	
0	Net Value	
	:: 2014	Yea
97,340	Land Value	<b>TRA</b> 7184
327,370	Improvement Value	Supplement NO
0	Improvement Penalty	Correction Date
0	Pers Prop Value	Correction Code
0	Pers Prop Penalty	Original Parcel 1191141370000
0	<b>Total Penalties</b>	Billed Owner SALVATION ARMY
424,710	Total Value	Joint Owner
0	HOX Exemptions	
424,710	Special Exemptions	
0	Net Value	



<b>TRA</b> 7184	Land Value	96,900
Supplement NO	Improvement Value	325,890
orrection Date	Improvement Penalty	0
prrection Code	Pers Prop Value	0
Driginal Parcel 1191141370000	Pers Prop Penalty	0
Billed Owner SALVATION ARMY	Total Penalties	0
Joint Owner	Total Value	422,790
	HOX Exemptions	0
	Special Exemptions	422,790
	Net Value	0
Yea	r: 2012	
<b>TRA</b> 7184	Land Value	95,000
Supplement NO	Improvement Value	319,500
orrection Date	Improvement Penalty	0
prrection Code	Pers Prop Value	0
Driginal Parcel 1191141370000	Pers Prop Penalty	0
Billed Owner SALVATION ARMY	<b>Total Penalties</b>	0
Joint Owner	Total Value	414,500
	HOX Exemptions	0
	Special Exemptions	414,500
	Net Value	0



TRA	7184	Land Value	241,678
Supplement	YES	Improvement Value	943,826
<b>Correction Date</b>	08/04/2011	Improvement Penalty	0
<b>Correction Code</b>	120D	Pers Prop Value	0
<b>Original Parcel</b>	1191141370000	Pers Prop Penalty	0
Billed Owner	BANNER ELEMENTARY	Total Penalties	0
Joint Owner		Total Value	1,185,504
		HOX Exemptions	0
		Special Exemptions	1,185,504
		Net Value	0
		Year: 2010	
TRA	7184	Land Value	239,872
Supplement	NO	Improvement Value	936,772
Correction Date	07/25/2011	Improvement Penalty	0
<b>Correction Code</b>	240D	Pers Prop Value	0
<b>Original Parcel</b>	1191141370000	Pers Prop Penalty	0
Billed Owner	BANNER ELEMENTARY	Total Penalties	0
Joint Owner		Total Value	1,176,644
		HOX Exemptions	0
		Special Exemptions	1,058,980
		Net Value	117,664



240,442	Land Value	7184	TRA
938,997	Improvement Value	NO	Supplement
0	Improvement Penalty	06/23/2010	<b>Correction Date</b>
0	Pers Prop Value	250D	<b>Correction Code</b>
0	Pers Prop Penalty	1191141370000	<b>Original Parcel</b>
0	<b>Total Penalties</b>	BANNER ELEMENTARY	Billed Owner
1,179,439	Total Value		Joint Owner
0	HOX Exemptions		
1,002,523	Special Exemptions		
176,916	Net Value		
	Year: 2008		
235,727	Land Value	7184	TRA
920,585	Improvement Value	NO	Supplement
0	Improvement Penalty	06/23/2010	Correction Date
0	Pers Prop Value	250D	<b>Correction Code</b>
0	Pers Prop Penalty	1191141370000	Original Parcel
0	<b>Total Penalties</b>	BANNER ELEMENTARY	Billed Owner
1,156,312	Total Value		Joint Owner
0	HOX Exemptions		
982,865	Special Exemptions		
173,447	Net Value		



231,105	Land Value	7184	TRA
902,534	Improvement Value	NO	Supplement
0	Improvement Penalty	06/23/2010	<b>Correction Date</b>
0	Pers Prop Value	250D	<b>Correction Code</b>
0	Pers Prop Penalty	1191141370000	<b>Original Parcel</b>
0	Total Penalties	BANNER ELEMENTARY	Billed Owner
1,133,639	Total Value		Joint Owner
0	HOX Exemptions		
963,593	Special Exemptions		
170,046	Net Value		
	Year: 2006		
226,574	Land Value	7184	TRA
884,837	Improvement Value	NO	Supplement
0	Improvement Penalty	06/23/2010	<b>Correction Date</b>
0	Pers Prop Value	250D	<b>Correction Code</b>
0	Pers Prop Penalty	1191141370000	Original Parcel
0	Total Penalties	BANNER ELEMENTARY	Billed Owner
1,111,411	Total Value		Joint Owner
0	HOX Exemptions		
944,699	Special Exemptions		
166,712	Net Value		



222,131	Land Value	7184	TRA
867,487	Improvement Value	NO	Supplement
0	Improvement Penalty	06/23/2010	<b>Correction Date</b>
0	Pers Prop Value	120D	<b>Correction Code</b>
0	Pers Prop Penalty	1191141370000	<b>Original Parcel</b>
0	Total Penalties	BANNER ELEMENTARY	Billed Owner
1,089,618	Total Value		Joint Owner
0	HOX Exemptions		
1,089,618	Special Exemptions		
0	Net Value		
	Year: 2004		
217,775	Land Value	7184	TRA
850,477	Improvement Value	NO	Supplement
0	Improvement Penalty	09/10/2004	Correction Date
0	Pers Prop Value	240D	Correction Code
0	Pers Prop Penalty	1191141370000	Original Parcel
0	Total Penalties	BANNER ELEMENTARY	Billed Owner
1,068,252	Total Value		Joint Owner
0	HOX Exemptions		
961,427	Special Exemptions		
106,825	Net Velue		
100,023	Net Value		



<b>TRA</b> 7184	Land Value	213,784
Supplement NO	Improvement Value	834,890
Correction Date	Improvement Penalty	0
Correction Code	Pers Prop Value	0
Original Parcel 1191141370000	Pers Prop Penalty	0
Billed Owner BANNER ELEMENTARY	Total Penalties	0
Joint Owner	Total Value	1,048,674
	HOX Exemptions	0
	Special Exemptions	1,048,674
	Net Value	0
	Year: 2002	
<b>TRA</b> 7184	Land Value	209,592
Supplement NO	Improvement Value	818,520
Correction Date	Improvement Penalty	0
Correction Code	Pers Prop Value	0
Original Parcel 1191141370000	Pers Prop Penalty	0
Billed Owner BANNER ELEMENTARY	Total Penalties	0
Joint Owner	Total Value	1,028,112
	HOX Exemptions	0
	Special Exemptions	1,028,112
	Net Value	0



TRA	7184	Land Value	205,482
Supplement	NO	Improvement Value	802,471
<b>Correction Date</b>	07/08/2002	Improvement Penalty	0
<b>Correction Code</b>	523N	Pers Prop Value	0
<b>Original Parcel</b>	0286061490000	Pers Prop Penalty	0
Billed Owner	BANNER ELEMENTARY	Total Penalties	0
Joint Owner		Total Value	1,007,953
		HOX Exemptions	0
		Special Exemptions	1,007,953
		Net Value	0
		Year: 2000	
TRA	7184	Land Value	201,453
Supplement	NO	Improvement Value	786,736
Correction Date	07/08/2002	Improvement Penalty	0
Correction Code	523N	Pers Prop Value	0
Original Parcel	0286061490000	Pers Prop Penalty	0
Billed Owner	BANNER ELEMENTARY	Total Penalties	0
Joint Owner		Total Value	988,189
		HOX Exemptions	0
		Special Exemptions	988,189
		Net Value	0



<b>TRA</b> 7184	Land Value	197,503
Supplement YES	Improvement Value	748,761
Correction Date	Improvement Penalty	0
Correction Code	Pers Prop Value	0
Original Parcel 0286061490000	Pers Prop Penalty	0
Billed Owner BANNER ELEMENTARY	Total Penalties	0
Joint Owner	Total Value	946,264
	HOX Exemptions	0
	Special Exemptions	852,892
	Net Value	93,372
Y	(ear: 1998	
<b>TRA</b> 7184	Land Value	193,916
Supplement NO	Improvement Value	735,161
Correction Date	Improvement Penalty	0
Correction Code	Pers Prop Value	0
Original Parcel 0286061490000	Pers Prop Penalty	0
Billed Owner BANNER ELEMENTARY	Total Penalties	0
Joint Owner	Total Value	929,077
	HOX Exemptions	0
	Special Exemptions	929,077
	Net Value	0



190,114	Land Value	<b>TRA</b> 7184	TRA
720,746	Improvement Value	ement NO	Supplement
0	Improvement Penalty	n Date	<b>Correction Date</b>
0	Pers Prop Value	Code	<b>Correction Code</b>
0	Pers Prop Penalty	Parcel 0286061490000	<b>Original Parcel</b>
0	Total Penalties	Owner BANNER ELEMENTARY	Billed Owner
910,860	Total Value	Owner	Joint Owner
0	HOX Exemptions		
910,860	Special Exemptions		
0	Net Value		
	Year: 1996		
186,386	Land Value	<b>TRA</b> 7184	TRA
706,614	Improvement Value	ement NO	Supplement
0	Improvement Penalty	n Date 11/18/1998	Correction Date
0	Pers Prop Value	Code 523	Correction Code
0	Pers Prop Penalty	Parcel 0286061490000	Original Parcel
0	Total Penalties	Owner BANNER ELEMENTARY	Billed Owner
893,000	Total Value	Owner	Joint Owner
0	HOX Exemptions		
893,000	Special Exemptions		
0	Net Value		



<b>TRA</b> 7184	Land Value	184,340
Supplement YES	Improvement Value	674,131
Correction Date	Improvement Penalty	0
Correction Code	Pers Prop Value	0
Original Parcel 0286061490000	Pers Prop Penalty	0
Billed Owner BANNER ELEMENTARY	Total Penalties	0
Joint Owner	Total Value	858,471
	HOX Exemptions	0
	Special Exemptions	858,471
	Net Value	0
Ye	ear: 1994	
<b>TRA</b> 7184	Land Value	182,173
Supplement NO	Improvement Value	666,203
Correction Date	Improvement Penalty	0
Correction Code	Pers Prop Value	0
Original Parcel 0286061490000	Pers Prop Penalty	0
Billed Owner BANNER ELEMENTARY	Total Penalties	0
Joint Owner	Total Value	848,376
	HOX Exemptions	0
	Special Exemptions	848,376
	Net Value	0



TRA	7184	Land Value	178,601
Supplement	YES	Improvement Value	584,513
<b>Correction Date</b>		Improvement Penalty	0
<b>Correction Code</b>		Pers Prop Value	0
<b>Original Parcel</b>	0286061490000	Pers Prop Penalty	0
Billed Owner	BANNER ELEMENTARY	Total Penalties	0
Joint Owner		Total Value	763,114
		HOX Exemptions	0
		Special Exemptions	763,114
		Net Value	0
		Year: 1992	
TRA	7184	Land Value	175,099
Supplement	NO	Improvement Value	573,052
Correction Date		Improvement Penalty	0
<b>Correction Code</b>		Pers Prop Value	0
Original Parcel	0286061490000	Pers Prop Penalty	0
Billed Owner	BANNER ELEMENTARY	Total Penalties	0
Joint Owner		Total Value	748,151
		HOX Exemptions	0
		Special Exemptions	748,151
		Net Value	0



TRA	7184	Land Value	171,666
Supplement	NO	Improvement Value	561,816
<b>Correction Date</b>		Improvement Penalty	0
<b>Correction Code</b>		Pers Prop Value	0
<b>Original Parcel</b>	0286061490000	Pers Prop Penalty	0
Billed Owner	BANNER ELEMENTARY	Total Penalties	0
Joint Owner		Total Value	733,482
		HOX Exemptions	0
		Special Exemptions	733,482
		Net Value	0
		Year: 1990	
TRA	7000	Land Value	45,869
Supplement	NO	Improvement Value	229,888
<b>Correction Date</b>		Improvement Penalty	0
<b>Correction Code</b>		Pers Prop Value	11,716
Original Parcel	0286061490000	Pers Prop Penalty	0
Billed Owner	BANNER ELEMENTARY	Total Penalties	0
Joint Owner		Total Value	287,473
		HOX Exemptions	0
		Special Exemptions	0
		Net Value	287,473



TRA	7000	Land Value	44,970
Supplement	NO	Improvement Value	225,380
<b>Correction Date</b>		Improvement Penalty	0
<b>Correction Code</b>		Pers Prop Value	11,486
<b>Original Parcel</b>	0286061490000	Pers Prop Penalty	0
Billed Owner	MINER, ROBERT E SR AND KATHRYN K	Total Penalties	0
Joint Owner		Total Value	281,836
		HOX Exemptions	0
		Special Exemptions	0
		Net Value	281,836
	Year:	1988	
TRA	7000	Land Value	44,088
Supplement	NO	Improvement Value	220,961
<b>Correction Date</b>		Improvement Penalty	0
<b>Correction Code</b>		Pers Prop Value	11,261
<b>Original Parcel</b>	0286061490000	Pers Prop Penalty	0
Billed Owner	MINER, ROBERT E SR AND KATHRYN K	Total Penalties	0
Joint Owner		Total Value	276,310
		HOX Exemptions	0
		Special Exemptions	0
		Net Value	276,310



43,224	Land Value	7000	TRA
216,628	Improvement Value	NO	Supplement
0	Improvement Penalty		<b>Correction Date</b>
11,040	Pers Prop Value		<b>Correction Code</b>
0	Pers Prop Penalty	0286061490000	Original Parcel
0	Total Penalties	MINER, ROBERT E SR AND KATHRYN K	Billed Owner
270,892	Total Value		Joint Owner
0	HOX Exemptions		
0	Special Exemptions		
270,892	Net Value		
	1986	Year	
42,376	Land Value	7000	TRA
212,380	Improvement Value	NO	Supplement
0	Improvement Penalty		<b>Correction Date</b>
10,824	Pers Prop Value		<b>Correction Code</b>
0	Pers Prop Penalty	0286061490000	Original Parcel
0	Total Penalties	MINER, ROBERT E SR AND KATHRYN K	Billed Owner
265,580	Total Value		Joint Owner
0	HOX Exemptions		
0	Special Exemptions		
265,580	Net Value		



<b>1</b> 7000 <b>Lan</b>	<b>d Value</b> 41,545
t NO Improvemen	nt Value 208,216
e Improvement	Penalty 0
e Pers Pro	<b>p Value</b> 10,612
I 0286061490000 Pers Prop	Penalty 0
r MINER, ROBERT E <b>Total P</b> SR AND KATHRYN K	enalties 0
r Tota	al Value 260,373
HOX Exer	mptions 0
Special Exer	mptions 0
Ne	et Value 260,373
Year: 1984	
A 7000 Lan	<b>d Value</b> 40,730
t NO Improvemen	nt Value 204,133
e Improvement	Penalty 0
e Pers Pro	<b>p Value</b> 10,404
I 0286061490000 Pers Prop	Penalty 0
r MINER, ROBERT E Total P SR AND KATHRYN K	enalties 0
r Tota	al Value 255,267
HOX Exer	mptions 0
Special Exer	mptions 0
Ne	et Value 255,267



39,931	Land Value	7000	TRA
200,130	Improvement Value	NO	Supplement
0	Improvement Penalty		<b>Correction Date</b>
10,200	Pers Prop Value		<b>Correction Code</b>
0	Pers Prop Penalty	0286061490000	Original Parcel
0	Total Penalties	MINER, ROBERT E SR AND KATHRYN K	Billed Owner
250,261	Total Value		Joint Owner
0	HOX Exemptions		
0	Special Exemptions		
250,261	Net Value		
	1982	Year:	
39,535	Land Value	7000	TRA
198,148	Improvement Value	NO	Supplement
0	Improvement Penalty		<b>Correction Date</b>
10,000	Pers Prop Value		<b>Correction Code</b>
0	Pers Prop Penalty	0286061490000	<b>Original Parcel</b>
0	Total Penalties	MINER, ROBERT E SR AND KATHRYN K	Billed Owner
247,683	Total Value		Joint Owner
0	HOX Exemptions		
0	Special Exemptions		
247,683	Net Value		



<b>TRA</b> 0	Land Value	38,760
Supplement NO	Improvement Value	128,380
Correction Date	Improvement Penalty	0
Correction Code	Pers Prop Value	7,000
Original Parcel 0286061490000	Pers Prop Penalty	0
Billed Owner	<b>Total Penalties</b>	0
Joint Owner	Total Value	174,140
	HOX Exemptions	0
	Special Exemptions	0
	Net Value	174,140
Ye	ear: 1980	
<b>TRA</b> 0	Land Value	9,500
Supplement NO	Improvement Value	10,500
Correction Date	Improvement Penalty	0
Correction Code	Pers Prop Value	0
Original Parcel 0286061490000	Pers Prop Penalty	0
Billed Owner	<b>Total Penalties</b>	0
Joint Owner	Total Value	20,000
	HOX Exemptions	0
	Special Exemptions	0
	Net Value	20,000



Parcel History			
Event Date	01/01/2021	Multi Parcel List	
Event Group/Type	PROCESS APPLICATION		
Multi Parcel	FOR SPECIAL EXEMPTION No		
Event Date	11/30/2020	Multi Parcel List	
Event Group/Type	TRANSFER - 100% PER	1191141420000 PRT-TRF	
Multi Parcel	RECORDED DOCUMENT Yes	1191141360000 TOT-TRF	
Wull Falce		1191141370000 TOT-TRF	
		1191141380000 TOT-TRF	
		1191141400000 TOT-TRF	
Event Date	11/19/2020	Multi Parcel List	
Event Group/Type	TRANSFER - 100% PER	1191141420000 PRT-TRF	
Malt Danal	RECORDED DOCUMENT Yes	1191141360000 TOT-TRF	
Multi Parcel	Tes	1191141370000 TOT-TRF	
		1191141380000 TOT-TRF	
		1191141400000 TOT-TRF	
Event Date	01/01/2020	Multi Parcel List	
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION		
Multi Parcel	No		
Event Date	01/01/2019	Multi Parcel List	
Event Group/Type	PROCESS APPLICATION		
Multi Danaal	FOR SPECIAL EXEMPTION		
Multi Parcel			
Event Date	01/01/2018	Multi Parcel List	
Event Group/Type	PROCESS APPLICATION		
	FOR SPECIAL EXEMPTION		
Multi Parcel	No		
Event Date	01/01/2017	Multi Parcel List	
Event Group/Type	PROCESS APPLICATION		
Event Group/Type	FOR SPECIAL EXEMPTION		
Multi Parcel	No		

Event Date Event Group/Type Multi Parcel	12/30/2016 NEW CONST - IN PROGRESS ON LIEN DATE No	Multi Parcel List
Event Date Event Group/Type Multi Parcel	01/01/2016 PROCESS APPLICATION FOR SPECIAL EXEMPTION No	Multi Parcel List
Event Date Event Group/Type Multi Parcel	12/29/2015 PROCESS APPLICATION FOR SPECIAL EXEMPTION No	Multi Parcel List
Event Date Event Group/Type Multi Parcel	12/29/2015 NEW CONST - ADDITION WORKED PER INSPECTION No	Multi Parcel List
Event Date Event Group/Type Multi Parcel	01/01/2015 PROCESS APPLICATION FOR SPECIAL EXEMPTION No	Multi Parcel List
Event Date Event Group/Type Multi Parcel	12/30/2014 NEW CONST - IN PROGRESS ON LIEN DATE No	Multi Parcel List
Event Date Event Group/Type Multi Parcel	01/01/2014 PROCESS APPLICATION FOR SPECIAL EXEMPTION No	Multi Parcel List
Event Date Event Group/Type Multi Parcel	01/01/2013 PROCESS APPLICATION FOR SPECIAL EXEMPTION No	Multi Parcel List

Event Date Event Group/Type	01/01/2012 PROCESS APPLICATION	Multi Parcel List	
Multi Parcel	FOR SPECIAL EXEMPTION No		
Event Date	07/01/2011	Multi Parcel List	
Event Group/Type Multi Parcel	TRANSFER - 100% PER RECORDED DOCUMENT Yes	1191141420000 PRT-TRF 1191141360000 TOT-TRF 1191141370000 TOT-TRF	
		1191141380000 TOT-TRF 1191141400000 TOT-TRF	
Event Date Event Group/Type	01/01/2011 PROCESS APPLICATION FOR SPECIAL EXEMPTION	Multi Parcel List	
Multi Parcel	No		
Event Date Event Group/Type	01/01/2010 PROCESS APPLICATION FOR SPECIAL EXEMPTION	Multi Parcel List	
Multi Parcel Event Date	No 01/01/2010	Multi Parcel List	
Event Group/Type Multi Parcel	PROCESS APPLICATION FOR SPECIAL EXEMPTION No		
Event Date	12/31/2009	Multi Parcel List	
Event Group/Type Multi Parcel	REVIEW - PROP 8 INITIATED BY TAXPAYER No		
Event Date	01/01/2009	Multi Parcel List	
Event Group/Type Multi Parcel	PROCESS APPLICATION FOR SPECIAL EXEMPTION No		
Event Date	01/01/2008	Multi Parcel List	
Event Group/Type Multi Parcel	PROCESS APPLICATION FOR SPECIAL EXEMPTION No		



Event Date	01/01/2007	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	01/01/2006	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
	/ /	
Event Date	01/01/2005	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
	01/01/2004	
Event Date	01/01/2004	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	01/01/2003	Multi Parcel List
Event Group/Type	PROCESS APPLICATION	
Multi Parcel	FOR SPECIAL EXEMPTION	
Event Date	03/28/2002	Multi Parcel List
Event Group/Type	CREATE - REPAR	1191141370000 REP-NEW
Multi Parcel	Yes	0286061490000 REP-OLD
Event Date	01/01/2002	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	01/01/2001	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	



Event Date	01/01/2000 PROCESS APPLICATION	Multi Parcel List
Event Group/Type	FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	07/01/1999	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	07/01/1999	Multi Parcel List
Event Group/Type	NEW CONST - ADDITION WORKED PER INSPECTION	
Multi Parcel	No	
Event Date	01/01/1999	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	01/01/1998	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	01/01/1997	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	03/01/1996	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	02/15/1996	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	



Event Date	02/15/1996	Multi Parcel List
Event Group/Type	NEW CONST - WORKED IN	
Multi Parcel	OLD SYSTEM No	
Event Date	03/01/1995	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	03/01/1994	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Front Data	07/01/1993	Multi Devent Lint
Event Date	PROCESS APPLICATION	Multi Parcel List
Event Group/Type	FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	07/01/1993	Multi Parcel List
Event Group/Type	NEW CONST - WORKED IN	
Multi Parcel	OLD SYSTEM No	
Event Date	03/01/1993	Multi Parcel List
Event Group/Type	PROCESS APPLICATION	
Multi Parcel	FOR SPECIAL EXEMPTION	
Event Date	06/16/1989	Multi Parcel List
Event Group/Type	TRANSFER - WORKED IN OLD SYSTEM (100% OR	
Multi Parcel	PARTIAL) No	
	04/20/1979	Multi Davis 111 d
Event Date	CREATE - SPLIT	Multi Parcel List
Event Group/Type	Yes	0286061490000 NEW-SPL 0286061420000 OLD-SPL
Multi Parcel	1 60	



## **Ownership History**

**Owner Name: COUNTY OF SAN BERNARDINO** 

R/I SOLE OWNER

% Int 100.0000000

Type BILLED OWNER

Acquisition Date 11/19/2020

Document Date 11/30/2020

Inactive Date NONE

#### **Owner Name: (DT ERR) COUNTY OF SAN BERNARDINO**

**R/I** CORPORATION

% Int 100.000000

Type BILLED OWNER

Acquisition Date 11/30/2020

Document Date 11/30/2020

Inactive Date 11/29/2020

## **Owner Name: SALVATION ARMY**

**R/I** CORPORATION

% Int 100.0000000

Type BILLED OWNER

Acquisition Date 07/01/2011

Document Date 07/01/2011

Inactive Date 11/18/2020

### **Owner Name: BANNER ELEMENTARY**

R/I SOLE OWNER

% Int 100.000000

Type BILLED OWNER

Acquisition Date NONE

Document Date 06/16/1989

Inactive Date 06/30/2011

**Document Numbers** 

20200480172

**Document Numbers** 

20200480172

**Document Numbers** 

20110268836

**Document Numbers** 



## Owner Name: MINER, ROBERT E SR AND KATHRYN K

R/I SOLE OWNER % Int 0.000000 Type BILLED OWNER Acquisition Date NONE Document Date 04/20/1979 Inactive Date 06/15/1989

#### **Document Numbers**



## **Supplement History**

#### Supplement Date: 12/29/2015

Roll Type REGULAR SUPPLEMENT	Supp Туре	CONSTRUCTION COMPLETION
Supp Year 2015	New Land	99,285
Revised IND	New Imprv	383,910
Corrected Date 07/05/2018	Old Land	99,285
Correction Code 120D	Old Imprv	354,611
Legal Status SECURED	New HOX	0
<b>TRA</b> 7184	Old HOX	0
NOPIC Date 12/03/2017	Supp HOX	0
Extract Date 05/04/2018	Special Exem	29,299
Months Prorated 6	Impr Penalty	0
Corr Status COR	Prior Supps	0
Original Parcel 1191141370000	Construction in Progress	0
	Net Value	0

Billed Owner SALVATION ARMY

Joint Owner

#### Supplement Date: 12/29/2015

Roll Type REGULAR SUPPLEMENT	Supp Туре	CONSTRUCTION COMPLETION
Supp Year 2015	New Land	99,285
Revised IND Y	New Imprv	383,910
Corrected Date	Old Land	99,285
Correction Code	Old Imprv	354,611
Legal Status SECURED	New HOX	0
<b>TRA</b> 7184	Old HOX	0
NOPIC Date 12/03/2017	Supp HOX	0
Extract Date 05/04/2018	Special Exem	0
Months Prorated 6	Impr Penalty	0
Corr Status	Prior Supps	0
Original Parcel 1191141370000	Construction in Progress	0
	Net Value	29,299

Billed Owner SALVATION ARMY Joint Owner



## Supplement Date: 07/01/2011

Roll Type REGULAR SUPPLEMENT	Supp Туре	OWNERSHIP TRANSFER
Supp Year 2011	New Land	95,000
Revised IND	New Imprv	319,500
Corrected Date	Old Land	241,678
Correction Code	Old Imprv	943,826
Legal Status SECURED	New HOX	0
<b>TRA</b> 7184	Old HOX	0
NOPIC Date 05/26/2012	Supp HOX	0
Extract Date 08/03/2012	Special Exem	0
Months Prorated 11	Impr Penalty	0
Corr Status	Prior Supps	0
Original Parcel 1191141370000	Construction in Progress	0
	Net Value	(771,004)

Billed Owner SALVATION ARMY

Joint Owner

#### Supplement Date: 07/01/1999

Roll Type REGULAR SUPPLEMENT	Supp Туре	CONSTRUCTION COMPLETION
Supp Year 1999	New Land	197,503
Revised IND	New Imprv	771,761
Corrected Date	Old Land	197,503
Correction Code	Old Imprv	748,761
Legal Status SECURED	New HOX	0
<b>TRA</b> 7184	Old HOX	0
NOPIC Date 06/24/2002	Supp HOX	0
Extract Date 08/10/2002	Special Exem	23,000
Months Prorated 11	Impr Penalty	0
Corr Status	Prior Supps	0
Original Parcel 1191141370000	Construction in Progress	0
	Net Value	0
Billed Owner BANNER ELEMENTARY		

Joint Owner



#### Supplement Date: 02/15/1996

Roll Type	REGULAR SUPPLEMENT	Supp Туре	CONSTRUCTION COMPLETION
Supp Year	1995	New Land	184,340
Revised IND		New Imprv	699,131
Corrected Date	11/18/1998	Old Land	184,340
<b>Correction Code</b>	540E	Old Imprv	674,131
Legal Status	SECURED	New HOX	0
TRA	7184	Old HOX	0
NOPIC Date	11/18/1998	Supp HOX	0
Extract Date	11/18/1998	Special Exem	25,000
Months Prorated	4	Impr Penalty	0
Corr Status	COR	Prior Supps	0
Original Parcel	0286061490000	Construction in Progress	0
		Net Value	0

Billed Owner BANNER ELEMENTARY

Joint Owner

## Supplement Date: 07/01/1993

Roll Type REGULAR SUPPLEMENT	Supp Туре	CONSTRUCTION COMPLETION
Supp Year 1993	New Land	178,601
Revised IND	New Imprv	654,513
Corrected Date 06/20/1994	Old Land	178,601
Correction Code 240D	Old Imprv	584,513
Legal Status SECURED	New HOX	0
<b>TRA</b> 7184	Old HOX	0
NOPIC Date 06/20/1994	Supp HOX	0
Extract Date 06/20/1994	Special Exem	63,000
Months Prorated 11	Impr Penalty	0
Corr Status COR	Prior Supps	0
Original Parcel 0286061490000	Construction in Progress	0
	Net Value	7,000
Billed Owner BANNER ELEMENTARY		

Billed Owner BANNER ELEMENTARY
Joint Owner





Aging and Adult Services Public Guardian

# **Community Care Expansion Grant | Letters of Support**

#### San Bernardino County

- Board of Supervisors | Chairman Hagman
- <u>Chief Executive Officer | Leonard X. Hernandez</u>
- <u>Arrowhead Regional Medical Center</u>
- Behavioral Health
- <u>Community Development and Housing</u>
- <u>Child Support Services</u>
- Public Health
- <u>District Attorney</u>
- Preschool Services Department
- Probation Department
- <u>Project and Facilities Management Department</u>
- Senior Affairs Commission
- <u>Sherriff</u>
- <u>Transitional Assistance Department</u>
- <u>Workforce Development Department</u>

#### San Bernardino County Partnerships

- Aging and Disability Resource Center (ADRC) of San Bernardino County (Rolling Start, Inc.)
- Inland Caregiver Resource Center
- <u>San Bernardino County Homeless Partnership (CoC)</u>

# **Community Organizations**

<u>California State University – San Bernardino</u>

# **California State Assembly**

- <u>33<sup>rd</sup> District | State Assembly Member Smith</u>
- <u>36<sup>th</sup> District | State Assembly Member Lackey</u>
- 40<sup>th</sup> District | State Assembly Member Ramos
- 41<sup>st</sup> District | State Assembly Member Holden
- 42<sup>nd</sup> District | State Assembly Member Mayes
- 47<sup>th</sup> District | Majority Leader Gómez Reyes
- <u>55<sup>th</sup> District</u> State Assembly Member Chen

# California State Senate

- <u>20<sup>th</sup> Senate District | Senator Leyva</u>
- <u>21<sup>st</sup> Senate District | Senator Wilk</u>
- <u>25<sup>th</sup> Senate District</u> | Senator Portantino
- <u>29<sup>th</sup> Senate District</u> Senator Newman

www.SBCounty.gov



# **County Administrative Office Governmental & Legislative Affairs**

**Bradley A. Jensen** Director

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services - Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

#### **RE:** Support for the Proposed Pacific Village Expansion Project CCE Grant

Dear Ms. Nevins:

On behalf of the San Bernardino County Board of Supervisors, I write to support the San Bernardino County Department of Aging and Adult Services-Public Guardian's (DAAS-PG) request for a Community Care Expansion (CCE) grant to fund the Pacific Village Expansion Project. As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high-quality services to clients. DAAS-PG has proven innovative and advanced in its approach to bridging gaps in services across San Bernardino County, and we are honored to support them in the ongoing efforts to prevent homelessness among the County's seniors and persons with disabilities.

The need to reduce and prevent homelessness in our region is great. The County is pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity to invest in expanding infrastructure to build housing capacity and broaden the continuum of care for county residents.

The board fully supports DAAS-PG's efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a full spectrum of housing options, safe community living, and health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population. It will also create a collective impact by aligning County resources, operations, and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

We look forward to seeing all that DAAS-PG will do with the help of this grant to ensure that San Bernardino County's residents can age safely. If you have any questions, please contact Brad Jensen, Legislative Affairs Director, at (909) 387-4821 or Bradley.Jensen@cao.sbcounty.gov.

Sincerely,

Curt Hagman Fourth District Supervisor Chairman, San Bernardino County Board of Supervisors

#### BOARD OF SUPERVISORS

**First District** 

COL. PAUL COOK (RET.) JANICE RUTHERFORD DAWN ROWE Second District

CURT HAGMAN Vice Chair, Third District Chairman, Fourth District Fifth District

JOE BACA, JR.

Leonard X. Hernandez

www.SBCounty.gov



# **County Administrative Office**

Leonard X. Hernandez **Chief Executive Officer** 

**Luther Snoke County Chief Operating Officer** 

August 31, 2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services - Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

#### RE: Support for the Proposed Pacific Village Expansion Project CCE Grant

Dear Ms. Nevins:

On behalf of San Bernardino County, I am writing in support of San Bernardino County Department of Aging and Adult Services-Public Guardian's (DAAS-PG) request for a Community Care Expansion (CCE) grant to fund the Pacific Village Expansion Project. As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high-quality services to its clients. DAAS-PG has proven to be innovative and advanced in its approach to bridging gaps in services across San Bernardino County, and I am honored to support their ongoing efforts to prevent homelessness among the County's seniors and persons with disabilities.

The need to reduce and prevent homelessness in our region is great. The County is pleased to know that the CCE grant provides a historic opportunity to invest in expanding infrastructure to build housing capacity and broaden the continuum of care for county residents.

The County's Board of Supervisors fully supports DAAS-PG's effort to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a full spectrum of housing options, safe community living, and health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population. It will also create a collective impact by aligning County resources, operations, and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

I look forward to seeing all that DAAS-PG will do with the help of this grant to ensure that San Bernardino County's residents can age safely. If you have any questions regarding the County's position, please contact Brad Jensen, Legislative Affairs Director, at (909) 387-4821 or Bradley.Jensen@cao.sbcounty.gov.

Sincerely,

Leonard X. Hernandez **Chief Executive Officer** San Bernardino County

BOARD OF SUPERVISORS

First District

COL PAUL COOK (RET.) JANICE RUTHERFORD DAWN ROWE Second District

JOE BACA, JR. CURT HAGMAN Vice Chair, Third District Chairman, Fourth District Fifth District

Leonard X. Hernandez Chief Executive Officer

400 N. Pepper Avenue, Colton, California 92324-1819 | Phone: 909.580.1000

www.arrowheadregional.org



*The Heart of a Healthy Community* 

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Re: Community Care Expansion Grant

Dear Ms. Nevins,

San Bernardino County Arrowhead Regional Medical Center has a long-standing collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services to our mutual clients. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the county. We are honored to support DAAS-PG in their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities.

We are very pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents. As a community-focused organization, we understand the need for a more robust continuum of care in our county to reduce and prevent homelessness.

We fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a full-spectrum of housing options, safe community living, health and social services, on one campus designed to support the prosperity and well-being of this vulnerable population.

This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

We look forward to our continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place.

Should you have any questions or need additional information, please contact Heidi Edmunds, Clinical Director, Care Management at (909) 580-1041.

Sincere Gi ber al Director

cc: Heidi Edmunds, Clinical Director, Care Management.

BOARD OF SUPERVISORS

Col. Paul Cook (Re: First District JANICE RUTHERFORD Second District

DAWN ROWE Vice Chair, Third District CURT HAGMAN Chairman, Fourth District JOE BACA, JR. Fifth District

LEONARD X. HERNANDEZ Chief Executive Officer

www.SBCounty.gov



# **Behavioral Health** Administration

Georgina Yoshioka, DSW, MBA, LCSW Interim Director

> Michael Knight, MPA Assistant Director

August 31, 2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

#### Re: Letter of Support – Community Care Expansion Program, Department of Aging and Adult Services

Dear Ms. Nevins,

San Bernardino County Department of Behavioral Health (DBH) has a long-standing collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services to our mutual clients. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the county. We are honored to support DAAS-PG in their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities.

DBH is very pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents. As a community-focused organization, we understand the need for a more robust continuum of care in our county to reduce and prevent homelessness.

DBH fully supports DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a fullspectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population.

This project will create a collective impact by aligning County resources. County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

DBH looks forward to the continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place. Should you have any questions or need additional information, please contact me at (909) 252-5142.

Sincerely,

Georgina Yoshioka, DSW, MBA, LCSW Interim Director, Behavioral Health

C: Executive Management Team, Behavioral Health

BOARD OF SUPERVISORS

**First District** 

COL. PAUL COOK (RET.) JANICE RUTHERFORD DAWN ROWE Second District

Vice Chair, Third District

CURT HAGMAN Chairman, Fourth District

JOE BACA, JR. **Fifth District** 

Leonard X. Hernandez Chief Executive Officer

385 North Arrowhead Avenue, 3rd Floor, San Bernardino, CA 92415-0043 | Phone: 909.387.4411 Fax: 909.387.4415

www.SBCounty.gov



## **Community Revitalization Community Development and Housing**

Martha Zepeda **Deputy Executive Officer** 

September 1, 2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services - Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins,

The San Bernardino County Community Development and Housing Department has a long-standing collaborative relationship with the San Bernardino County Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services to our mutual clients. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the county. We are honored to support DAAS-PG in their ongoing efforts to prevent homelessness among the County's seniors and persons with disabilities.

We are very pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents. As a community-focused organization, we understand the need for a more robust continuum of care in our county to reduce and prevent homelessness.

We fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a full spectrum of housing options, safe community living, health, and social services on one campus, designed to support the prosperity and well-being of this vulnerable population.

This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

We look forward to our continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place.

Should you have any questions or need additional information, please contact me at (909) 387-4351.

Sincerely

Martha Zepeda Deputy Executive Officer

MZ:ly

BOARD OF SUPERVISORS

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COL. PAUL COOK (RET.) JANICE RUTHERFORD DAWN ROWE Second District

CURT HAGMAN Vice Chair, Third District Chairman, Fourth District

JOE BACA, JR. **Fifth District** 

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**Child Support Services** 

**Marie Girulat** Director

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins,

The Department of Child Support has a collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services to our mutual clients. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the county. We are honored to support DAAS-PG in their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities.

We are very pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents. As a community-focused organization, we understand the need for a more robust continuum of care in our county to reduce and prevent homelessness.

We fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a full spectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population.

This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care. We look forward to our continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place.

Should you have any questions or need additional information, please contact me at (909) 478-7459.

Sincerely,

Marie Girulat, Director

MG:rs

BOARD OF SUPERVISORS

COL PAUL COOK (RET.) JANICE RUTHERFORD DAWN ROWE **First District** 

Second District

CURT HAGMAN JOE BACA, JR. Vice Chair, Third District Chairman, Fourth District Fifth District

Leonard X. Hernandez

351 N. Mountain View Ave, #303, San Bernardino, CA 92415 | Phone: 909.387.9146 Fax: 909.387.6228

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# **Public Health** Administration

Joshua Dugas, MBA, REHS Director

> Jennifer Osorio, REHS Assistant Director

Michael A. Sequeira, M.D. Health Officer

September 2, 2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins,

The San Bernardino County Department of Public Health is honored to support the San Bernardino County Department of Aging and Adult Services-Public Guardian (DAAS-PG) in their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities. As the county's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services to our mutual clients and has proven to be innovative and advanced in its approaches to bridging gaps in services across the county.

We are very pleased to know that the Community Care Expansion grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents. The proposed Pacific Village expansion project will provide a full-spectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population. This project will create a collective impact by aligning county resources, operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

We fully support DAAS-PG's efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services and we look forward to our continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place.

Should you have any questions or need additional information, please contact me at (909) 387-9146.

Sincerely,

for by

Joshua Dugas Director

BOARD OF SUPERVISORS

First District

COL PAUL COOK (RET.) JANICE RUTHERFORD DAWN ROWE Second District

CURT HAGMAN JOE BACA, JR. Vice Chair, Third District Chairman, Fourth District Fifth District

Leonard X. Hernandez Thief Executive Office



# County of San Bernardino Office of the District Attorney JASON ANDERSON, District Attorney

September 1, 2022

Ms. Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins,

The District Attorney's Office has a long-standing collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has provided high quality services to individuals we both interact with in our mutual roles. We have found DAAS-PG to be innovative and advanced in its approaches to bridging gaps in services across the county. We are aware of their desire to submit a grant proposal for the Community Care Expansion (CCE) grant and are honored to support their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities.

We are very pleased to know that the grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents. As a community-focused organization, we understand the need for a more robust continuum of care in our county to reduce and prevent homelessness.

We fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a full spectrum of housing options, safe community living, health and social services on one campus, designed to support the well-being of this vulnerable population.

This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

We look forward to our continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place.

Should you have any questions or need additional information, please contact me at (909) 382-7714. Trusting this explain the matter, I am

Very truly yours,

JASON ANDERSON

Distric

Michael Fermin Chief Assistant District Attorney

303 West 3<sup>rd</sup> Street, 6<sup>th</sup> Floor, San Bernardino, California 92415-0502 (909) 382-3660 • Fax (909) 748-1375 E-mail address: mfermin@sbcda.org Web site: www.sbcountyda.org

www.SBCounty.gov



**Preschool Services Department** Administration

Jacquelyn Greene Director

September 1, 2022

SHARON NEVINS, DIRECTOR-PUBLIC GUARDIAN Department of Aging and Adult Services - Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins,

The County of San Bernardino County Preschool Services Department has a long-standing collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services to our mutual clients. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the county. We are honored to support DAAS-PG in their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities.

We are very pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents. As a community-focused organization, we understand the need for a more robust continuum of care in our county to reduce and prevent homelessness.

We fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a fullspectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population.

This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

We look forward to our continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place.

Should you have any questions or need additional information, please contact me at (909) 383-2005.

Sincerely

JACQUELYN GREENE Director County of San Bernardino Preschool Services Department

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Leonard X. Hernandez



TRACY REECE Chief Probation Officer

JULIE FRANCIS Assistant Chief Probation Officer

September 1, 2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins,

The County of San Bernardino Probation Department has a long-standing collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services to our mutual clients. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the county. We are honored to support DAAS-PG in their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities.

We are very pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents. As a community-focused organization, we understand the need for a more robust continuum of care in our county to reduce and prevent homelessness.

We fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a full-spectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population.

This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

We look forward to our continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place.

Should you have any questions or need additional information, please contact Edward Barry, Assistant Chief Probation Officer at (909) 387-5786.

Sincerely 0 QC 0 Track Reece.

Chief Probation Officer

385 North Arrowhead Avenue 3rd Floor, San Bernardino, CA 92415-0184 | Phone: 909.387,5000 Fax: 909.387,5180 www.SBCounty.gov



# **Project & Facilities Management**

Don Day Director

Jennifer Costa Assistant Director

**Robert Gilliam** Chief of Project Management

September 1, 2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services - Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins,

The San Bernardino County Project & Facilities Management Department (PFMD) has a longstanding, collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services to our mutual clients.

We are very pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity for the County to invest in expanded infrastructure to build housing capacity and expand the continuum of care for County residents.

We fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a full spectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population.

This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care. We look forward to leading the design, construction, and renovation of critical infrastructure that supports the services DAAS-PG provides to County residents.

Should you have any questions or need additional information, please contact me at (909) 387-5000

Sincerely,

1 da

Don Day Director, Project & Facilities Management Department San Bernardino County

BOARD OF SUPERVISORS

**First District** 

COL. PAUL COOK (RET.) JANICE RUTHERFORD DAWN ROWE Second District

CURT HAGMAN JOE BACA, JR. Vice Chair, Third District Chairman, Fourth District Fifth District

Leonard X. Hernandez Chief Executive Officer

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Aging and Adult Services Senior Affairs Commission

Sharon Nevins, LCSW, MA-PPM Director / Public Guardian

April 21, 2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services - Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins,

The Senior Affairs Commission has a long-standing collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services to our mutual clients. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the county. We are honored to support DAAS-PG in their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities.

We are very pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents. As a community-focused organization, we understand the need for a more robust continuum of care in our county to reduce and prevent homelessness.

We fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a fullspectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population.

This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

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JOE BACA, JR. Fifth District

Leonard X. Hernandez

LETTER OF SUPPORT APRIL 21, 2022 PAGE **2** of **2** 

We look forward to our continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place.

Should you have any questions or need additional information, please contact me at kadwilder@msn.com.

Sincere

David Wilder Chair





SHANNON D. DICUS, SHERIFF-CORONER

August 31, 2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins,

San Bernardino County Sheriff's Department has a long-standing collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services to our mutual clients. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the county. We are honored to support DAAS-PG in their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities.

We are very pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents. As a community-focused organization, we understand the need for a more robust continuum of care in our county to reduce and prevent homelessness.

We fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a full-spectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population.

This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

We look forward to our continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place.

Should you have any questions or need additional information, please contact me at (909) 387-3755.

Sincere

Shannon D. Dicus, Sheriff-Coroner

www.SBCounty.gov



# **Transitional Assistance Department**

**Gilbert Ramos** Director

James LoCurto Assistant Director

September 1, 2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services - Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins,

Transitional Assistance Department has a long-standing collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high guality services to our mutual clients. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the county. We are honored to support DAAS-PG in their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities.

We are very pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents. As a community-focused organization, we understand the need for a more robust continuum of care in our county to reduce and prevent homelessness.

We fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a full-spectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population.

This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

We look forward to our continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place.

Should you have any questions or need additional information, please contact me at (909) 388-0245

Sincerely,

bert Ramos Gì

Transitional Assistance Department Director

BOARD OF SUPERVISORS

COL PAUL COOK (RET.) JANICE RUTHERFORD

Second District

DAWN ROWE **Third District** 

CURT HAGMAN Chairman, Fourth District

JOE BACA, JR. Fifth District

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**Workforce Development Department Administration Division** 

**Bradley Gates** Director

September 2, 2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins,

The San Bernardino County Workforce Development Board (SBCWDB) has a long-standing collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services to our mutual clients. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the county. We are honored to support DAAS-PG in their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities.

We are very pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents. As a community-focused organization, we understand the need for a more robust continuum of care in our county to reduce and prevent homelessness.

We fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a full-spectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population.

This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

We look forward to our continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place. Should you have any questions or need additional information, please contact me at (909) 387-9856.

Sincerely,

Bradley -

**Bradley Gates** Director

BOARD OF SUPERVISORS

**First District** 

COL. PAUL COOK (RET.) JANICE RUTHERFORD DAWN ROWE Second District

CURT HAGMAN Vice Chair, Third District Chairman, Fourth District

JOE BACA, JR. **Fifth District** 

Leonard X. Hernandez



August 31, 2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins,

Rolling Start, Inc on behalf of the Aging Disability Resource Connection of San Bernardino County, has a long-standing collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services to our mutual clients. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the county. We are honored to support DAAS-PG in their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities.

We are very pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents. As a community-focused organization, we understand the need for a more robust continuum of care in our county to reduce and prevent homelessness.

We fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a full spectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of our community.

This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

We look forward to our continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place.

Should you have any questions or need additional information, please contact me at (909) 890-9516.

Lisa Hayes, Executive Director Rolling Start Inc.



Inland Caregiver Resource Center

1430 E. Cooley Drive, Ste 240 Colton, CA 92324 (909) 514-1404 \* (800) 675-6694 Fax: (909) 514-1603

September 6, 2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins,

Inland Caregiver Resource Center has a long-standing collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services to our mutual clients. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the county. We are honored to support DAAS-PG in their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities.

The Community Care Expansion (CCE) grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing and expand the continuum of care for county residents. With over thirty-five years of experience serving family caregivers and older adults in the Inland Empire, we understand the need for a continuum of care that will reduce and prevent homelessness.

We are excited about and fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities. The proposed Pacific Village expansion project will provide a full-spectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population. This project will create a collective impact by aligning County resources, operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

We look forward to our continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place. Should you have any questions or need additional information, please contact me at (909) 514-1404 ext. 119 or at <u>carmene@inlandcaregivers.org</u>.

Sincerely,

Carmen Estrada Executive Director Inland Caregiver Resource Center

www.inlandcaregivers.org

### San Bernardino County Homeless Partnership

Interagency Council on Homelessness Administrative Office 215 North D Street, Suite 301, San Bernardino, CA 92415-0044 Office: (909) 501-0610



April 27, 2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins,

The San Bernardino County Continuum of Care (CoC) has a long-standing collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services to our mutual clients. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the county. We are honored to support DAAS-PG in their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities.

We are very pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents. As a community-focused organization, we understand the need for a more robust continuum of care in our county to reduce and prevent homelessness.

We fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a full spectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population.

This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

We look forward to our continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place.

Should you have any questions or need additional information, please contact me at (909) 332-6305.

Sincerely,

Maria Razo, Chair Interagency Council on Homelessness

Members of the Board of Supervisors City of Victorville Housing Authority of the County of San Bernardino San Bernardino Law and Justice Group San Bernardino County Superintendent of Schools Members of the Interagency Council on Homelessness

City of Rancho Cucamonga Town of Yucca Valley Community Development and Housing Agency Mountain Regional City Representative Members of the Homeless Provider Network City of San Bernardino Department of Behavioral Health San Bernardino County Human Services Homeless Representative



Academic Affairs School of Social Work



CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO 5500 University Parkway, San Bernardino, CA 92407

909.537.5501 | fax: 909.537.7029 https://csbs.csusb.edu/social-work

8/31/2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins,

California State University, San Bernardino (CSUSB) has a long-standing collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services to clients and social work interns. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the county. We are honored to support DAAS-PG in their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities.

We are very pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents. As a community-focused organization, we understand the need for a more robust continuum of care in our county to reduce and prevent homelessness.

We fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a full-spectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population.

This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

We look forward to our continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place.

Should you have any questions or need additional information, please contact us at (909) 537-5501.

Sincerely,

Carolyn McAllister

Carolyn McAllister, MSW, PhD Director and Professor CSUSB School of Social Work <u>cmcallis@csusb.edu</u> Rachel Allinson Rachel Allinson (Sep 1, 2022 09:42 PDT)

Rachel Allinson, MSW, LCSW Director of Field Education CSUSB School of Social Work rallinson@csusb.edu STATE CAPITOL P.O. BOX 942849 SACRAMENTO, CA 94249-0033 (916) 319-2033 FAX (916) 319-2133

DISTRICT OFFICE 9700 7TH AVENUE, SUITE 227 HESPERIA, CA 92345 (760) 244-5277 FAX (760) 244-5447



COMMITTEES VICE CHAIR: ENVIRONMENTAL SAFETY AND TOXIC MATERIALS BUDGET BUDGET SUBCOMMITTEE NO. 3 ON CLIMATE CRISIS, RESOURCES, ENERGY, AND TRANSPORTATION BUDGET SUBCOMMITTEE NO. 6 ON BUDGET PROCESS, OVERSIGHT, AND PROGRAM EVALUATION GOVERNMENTAL ORGANIZATION JOBS, ECONOMIC DEVELOPMENT, AND THE ECONOMY MILITARY AND VETERANS AFFAIRS WATER, PARKS, AND WILDLIFE

April 4, 2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins:

My office has a long-standing collaborative relationship with the County of San Bernardino Department of Aging and Adult Services. As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high-quality services to the constituents that I represent in the 33<sup>rd</sup> Assembly District. I am honored to support DAAS-PG in their ongoing efforts to prevent homelessness among the County's seniors and persons with disabilities.

We are very pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity for the County to invest in expanding infrastructure to build housing capacity and grow the continuum of care for county residents. As a community-focused organization, we understand the need for a more robust continuum of care in our County to reduce and prevent homelessness.

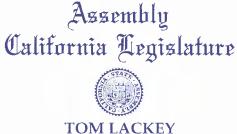
This project will create a collective impact by aligning County resources, County operations, and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

We look forward to our continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place. If you have any questions, please contact my Chief of Staff, Dillon Lesovsky via email Dillon.Lesovsky@asm.ca.gov or phone (760) 244-5277.

THURSTON "SMITTY" SMITH Assemblymember, 33<sup>rd</sup> District

STATE CAPITOL P.O. BOX 942849 SACRAMENTO, CA 94249-0036 (916) 319-2036 FAX (916) 319-2136 DISTRICT OFFICE 41301 12TH STREET WEST, SUTE F PALMDALE, CA 93551 (661) 267-7636 FAX (661) 267-7736

EMAIL Assemblymember.Lackey@assembly.ca.gov



ASSEMBLYMAN, THIRTY-SIXTH DISTRICT

COMMITTEES

VICE CHAIR: LOCAL GOVERNMENT VICE CHAIR: PUBLIC SAFETY ACCOUNTABILITY AND ADMINISTRATIVE REVIEW AGING AND LONG-TERM CARE BUDGET GOVERNMENTAL ORGANIZATION

JOINT LEGISLATIVE COMMITTEE ON EMERGENCY MANAGEMENT

#### 03/22/22

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins,

The State Legislature has a long-standing collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services to our constituents. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the county. We are honored to support DAAS-PG in their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities.

We are very pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents. As a community-focused organization, we understand the need for a more robust continuum of care in our county to reduce and prevent homelessness.

We fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a full-spectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population.

This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

We look forward to our continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place. Should you have any questions or need additional information, please contact me at (916) 319-2036.

Sincerely, ma

Assemblyman Tom Lackey

STATE CAPITOL P.O. BOX 942849 SACRAMENTO, CA 94249-0040 (916) 319-2040 FAX (916) 319-2140

DISTRICT OFFICE 10350 COMMERCE CENTER DRIVE, SUITE A-200 RANCHO CUCAMONGA, CA 91730 (909) 476-5023 FAX (909) 476-8062

E-MAIL Assemblymember.Ramos@assembly.ca.gov



#### COMMITTEES

BUDGET GOVERNMENTAL ORGANIZATION JOBS, ECONOMIC DEVELOPMENT, AND THE ECONOMY LOCAL GOVERNMENT MILITARY AND VETERANS AFFAIRS RULES

#### SUBCOMMITTEES

BUDGET SUBCOMMITTEE NO. 1 ON HEALTH AND HUMAN SERVICES

SELECT COMMITTEES CHAIR: NATIVE AMERICAN AFFAIRS YOUTH HOMELESSNESS IN SAN BERNARDINO COUNTY

CHAIR: CALIFORNIA NATIVE AMERICAN LEGISLATIVE CAUCUS

March 21, 2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins,

The office of Assemblymember James C. Ramos (AD-40) has a long-standing collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services to our mutual clients. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across San Bernardino County. We are honored to support DAAS-PG in their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities.

We are very pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents. As the chair of the Assembly we understand the need for a more robust continuum of care in our county to reduce and prevent homelessness.

We fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a full-spectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population.

This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

We look forward to our continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place.

Should you have any questions or need additional information, please contact my District office at Jeovana.SanchezGonzalez@asm.ca.gov or (909)476-5023.

JAMES C. RAMOS Assemblymember, 40<sup>th</sup> District

STATE CAPITOL P.O. BOX 942849 SACRAMENTO, CA 94249-0041 (916) 319-2041 FAX (916) 319-2141

DISTRICT OFFICE 600 NORTH ROSEMEAD BLVD., SUITE 117 PASADENA, CA 91107 (626) 351-1917 FAX (626) 351-6176 Assembly California Legislature

CHRIS R. HOLDEN CHAIR: ASSEMBLY APPROPRIATIONS COMMITTEE ASSEMBLYMEMBER, FORTY-FIRST DISTRICT COMMITTEES

COMMUNICATIONS AND CONVEYANCE ENVIRONMENTAL SAFETY AND TOXIC MATERIALS JUDICIARY UTILITIES AND ENERGY

SELECT COMMITTEES

CHAIR: REGIONAL TRANSPORTATION SOLUTIONS

CO-CHAIR: CORPORATE BOARD AND CALIFORNIA WORKFORCE DIVERSITY

CAUCUSES

CALIFORNIA LEGISLATIVE BLACK CAUCUS

BOARD MEMBER SANTA MONICA MOUNTAINS CONSERVANCY BOARD

March 22, 2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

#### **RE: Community Care Expansion (CCE) Grant Application - SUPPORT**

Dear Ms. Nevins,

As San Bernardino County's Area Agency on Aging, the Department of Aging and Adult Services – Public Guardian (DAAS-PG) has been dependable in providing high quality services to our mutual constituents. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the county. I am honored to support DAAS-PG in their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities.

I am pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents.

The proposed Pacific Village expansion project will provide a full-spectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population. This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

I fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. I equally support your Community Care Expansion grant application efforts and wish you continued success in your service of our mutual constituents.

CHRIS R. HOLDEN Assemblymember, 41<sup>st</sup> District

STATE CAPITOL P.O. BOX 942849 SACRAMENTO, CA 94249-0042 (916) 319-2042 FAX (916) 319-2142



DISTRICT OFFICE 41608 INDIAN TRAIL, SUITE 1 RANCHO MIRAGE, CA 92270 (760) 346-6342 FAX (760) 346-6506

CHAD MAYES ASSEMBLYMEMBER, FORTY-SECOND DISTRICT

March 21, 2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins:

California's 42<sup>nd</sup> Assembly District has a long-standing collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the County and I support DAAS-PG in their ongoing efforts to prevent homelessness among the County's seniors and persons with disabilities.

The Community Care Expansion (CCE) grant provides an historic opportunity for the County to invest in expanded infrastructure to build housing capacity and expand the continuum of care for San Bernardino County residents and meet the need for a more robust continuum of care to reduce and prevent homelessness. I fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a full-spectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population. This project will create a collective impact by aligning County resources, County operations, and comprehensive supportive services to facilitate movement through an enhanced continuum of care.

Should you have any questions or need additional information, please do not hesitate to contact me.

CHAD MAYES ASSEMBLYMAN, 42<sup>nd</sup> District

STATE CAPITOL P.O. BOX 942849 SACRAMENTO, CA 94249-0047 (916) 319-2047 FAX (916) 319-2147

DISTRICT OFFICE 290 NORTH D STREET, SUITE 903 SAN BERNARDINO, CA 92401 (909) 381-3238 FAX (909) 885-8589

E-MAIL Assemblymember.Reyes@assembly.ca.gov

March 17, 2022



COMMITTEES AGING AND LONG-TERM CARE BUDGET JUDICIARY LABOR AND EMPLOYMENT UTILITIES AND ENERGY BUDGET SUBCOMMITTEE NO. 2 ON

LEGISLATIVE ETHICS

EDUCATION FINANCE

Sharon Nevins, Director Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

RE: Letter of Support for County of San Bernardino Department of Aging and Adult Services-Public Guardian Funding Request

Dear Director Nevins:

As the Assembly Majority Leader and Assemblymember for the 47th District, I am writing to support the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG)'s funding request for capital infrastructure through the Community Care Expansion (CCE) program. My office has a long-standing collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services to our constituents. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the county. I am honored to support DAAS-PG in their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities.

I am very pleased to know that the CCE grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents. As a community-focused representative, I understand the need for a more robust continuum of care in our county to reduce and prevent homelessness.

I fully support DAAS-PG's continued efforts to improve the quality of life for seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a full-spectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population.

This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

STATE CAPITOL P.O. BOX 942849 SACRAMENTO, CA 94249-0055 (916) 319-2055 FAX (916) 319-2155

E-MAIL Assemblymember.Chen@assembly.ca.gov



March 18th, 2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins,

Our office has a long-standing collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services to our mutual clients. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the county. We are honored to support DAAS-PG in their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities.

We are very pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents. As a community-focused organization, we understand the need for a more robust continuum of care in our county to reduce and prevent homelessness.

We fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a full-spectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population.

This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

We look forward to our continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place. Should you have any questions or need additional information, please contact Izzy Swindler at 916-622-6292 or izzy.swindler@asm.ca.gov

Sincerely,

Phillip Cher

Phillip Chen, Ed.D Assemblyman, AD 55

DISTRICT OFFICE 3 POINTE DRIVE, SUITE 313 BREA, CA 92821 (714) 529-5502 FAX (714) 529-5548 CAPITOL OFFICE STATE CAPITOL ROOM 4061 SACRAMENTO, CA 95814 TEL (916) 651-4020 FAX (916) 651-4920

DISTRICT OFFICES 101 W. MISSION, SUITE 111 POMONA, CA 91766 TEL (909) 469-1110 FAX (909) 469-1123

464 WEST 4TH STREET SUITE 454B SAN BERNARDINO, CA 92401 TEL (909) 888-5360 FAX (909) 591-7096 CONNIE M. LEYVA TWENTIETH SENATE DISTRICT

California State Senate

SENATOR

CHAIR EDUCATION

DEMOCRATIC CAUCUS

CALIFORNIA LEGISLATIVE WOMEN'S CAUCUS

SELECT COMMITTEE ON MANUFACTURED HOME COMMUNITIES

MEMBER BUDGET & FISCAL REVIEW SUBCOMMITTEE NO. 1 ON EDUCATION

BUSINESS, PROFESSIONS & ECONOMIC DEVELOPMENT

ELECTIONS & CAMPAIGN FINANCE REFORM

HEALTH

March 22, 2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins,

Over the past eight years serving as the state senator representing California's 20<sup>th</sup> District, I have developed a longstanding collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services to our mutual constituents. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the county. I wholeheartedly support DAAS-PG in their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities.

I am very pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents. As a community-focused legislator, I understand the need for a more robust continuum of care in our county to reduce and prevent homelessness.

I fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a full-spectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population.

This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

I look forward to our continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place.

Should you have any questions or need additional information, please contact me at (909) 469-1111.

CONNIE M. LEYVA State Senator, 20th District

ANTELOPE VALLEY DISTRICT OFFICE 848 W. LANCASTER BLVD., SUITE 101 LANCASTER, CA 93534 TEL (661) 729-6232 FAX (661) 729-1683

VICTOR VALLEY DISTRICT OFFICE 14343 CIVIC DRIVE, FIRST FLOOR VICTORVILLE, CA 92392 TEL (760) 843-8414 FAX (760) 843-8348

SANTA CLARITA DISTRICT OFFICE 23920 VALENCIA BLVD., SUITE 250 SANTA CLARITA, CA 91355 TEL (661) 286-1471 FAX (661) 286-2543

March 22, 2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

#### **RE: Letter of Support for San Bernardino County DAAS-PG CCE Grant Application**

Dear Director Nevins:

I write in enthusiastic support of the San Bernardino County Area Agency on Aging's (DAAS-PG) application for capital infrastructure funds from the Community Care Expansion (CCE) program to expand Pacific Village into a full-service campus. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the county.

The CCE grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for County residents. I understand that a more robust continuum of care is critical to reduce and prevent homelessness.

The proposed Pacific Village expansion project will provide a full-spectrum of housing options, safe community living, and health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population. This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

For the reasons stated above, I am pleased to support DAAS-PG in its ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities. Should you have any questions or need additional information, please contact my office at 916-651-4021 or contact my Legislative Director at <u>Baltazar.Cornejo@sen.ca.gov</u>.

Sincerely,

Scot Wich

Scott Wilk, Senator, 21<sup>st</sup> District



SENATOR SCOTT WILK SENATE REPUBLICAN LEADER TWENTY-FIRST SENATE DISTRICT COMMITTEES GOVERNMENTAL ORGANIZATION TRANSPORTATION CAPITOL OFFICE 1021 O STREET SUITE 7630 SACRAMENTO, CA 95814 TEL (916) 651-4025 FAX (916) 651-4925

GLENDALE DISTRICT OFFICE 601 EAST GLENOAKS BLVD. SUITE 210 GLENDALE, CA 91207 TEL (818) 409-0400 FAX (818) 409-1256

SATELLITE OFFICE 201 EAST BONITA AVE. SAN DIMAS, CA 91773 TEL (909) 599-7351 FAX (909) 599-7692

SENATOR.PORTANTINO@SENATE.CA.GOV

California State Senate ANTHONY J. PORTANTINO SENATOR TWENTY-FIFTH SENATE DISTRICT COMMITTEES APPROPRIATIONS CHAIR BANKING & FINANCIAL INSTITUTIONS

GOVERNMENTAL ORGANIZATION

SELECT COMMITTEES

CALIFORNIA, ARMENIA & ARTSAKH MUTUAL TRADE, ART, AND CULTURAL EXCHANGE CHAIR

March 21, 2022

Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Dear Ms. Nevins,

My office has a long-standing collaborative relationship with the County of San Bernardino Department of Aging and Adult Services-Public Guardian (DAAS-PG). As the County's Area Agency on Aging, DAAS-PG has been dependable in providing high quality services to our mutual clients. DAAS-PG has proven to be innovative and advanced in its approaches to bridging gaps in services across the county. I am honored to support DAAS-PG in their ongoing efforts to prevent homelessness among the county's seniors and persons with disabilities.

I am very pleased to know that the Community Care Expansion (CCE) grant provides a historic opportunity for the county to invest in expanded infrastructure to build housing capacity and expand the continuum of care for county residents. As a community-focused leader, I understand the need for a more robust continuum of care in our county to reduce and prevent homelessness.

I fully support DAAS-PG's continued efforts to improve the quality of life of seniors and persons with disabilities through innovative programming and services. The proposed Pacific Village expansion project will provide a full-spectrum of housing options, safe community living, health and social services on one campus, designed to support the prosperity and well-being of this vulnerable population.

This project will create a collective impact by aligning County resources, County operations and comprehensive supportive services to facilitate movement through the enhanced continuum of care.

I look forward to our continued partnership with DAAS-PG to ensure that San Bernardino County's residents may age safely in place.

ROOM 4066 SACRAMENTO, CA 95814 (916) 651-4029

DISTRICT OFFICE 203 N. HARBOR BLVD. FULLERTON, CA 92832 (714) 671-9474 California State Senate

SENATOR JOSH NEWMAN TWENTY-NINTH SENATE DISTRICT



SPECIAL COMMITTEE ON PANDEMIC EMERGENCY RESPONSE CHAIR

BUDGET & FISCAL REVIEW BUDGET SUBCOMMITTEE #5 ON CORRECTIONS, PUBLIC SAFETY, JUDICIARY, LABOR & TRANSPORTATION

BUSINESS, PROFESSIONS & ECONOMIC DEVELOPMENT ELECTIONS & CONSTITUTIONAL AMENDMENTS

LABOR, PUBLIC EMPLOYMENT & RETIREMENT

MILITARY & VETERANS AFFAIRS TRANSPORTATION

JOINT LEGISLATIVE COMMITTEE ON EMERGENCY MANAGEMENT

March 22, 2022

Ms. Sharon Nevins, Director-Public Guardian Department of Aging and Adult Services – Public Guardian 784 East Hospitality Lane San Bernardino, CA 92415

Re: Support for San Bernardino County CCE Application

Dear Ms. Nevins:

I am happy to convey my strong support for the County of San Bernardino Department of Aging and Adult Services-Public Guardian's (DAAS-PG) pending application to the Community Care Expansion (CCE) program. An approved grant would provide a historic opportunity for the County to make a critical investment in infrastructure to build housing capacity while expanding the continuum of care for county residents.

DAAS-PG has been a dependable and effective resource in providing high-quality services to the residents of San Bernardino County. The agency has proven to be innovative and advanced in its approaches to bridging gaps in services across the county, and I am pleased to be able to support their ongoing efforts to prevent homelessness among the County's seniors and individuals with disabilities.

The proposed Pacific Village expansion project will support a full spectrum of housing options, safe community living, health, and social services on one campus, all deliberately designed to support the prosperity and wellbeing of this vulnerable population. This project will align county resources, county operations, and comprehensive supportive services to facilitate better navigation across the enhanced continuum of care.

This much-needed project has my full support, and I look forward to seeing the promise of the Pacific Village expansion brought to fruition in the near future. I am also looking forward to continuing to partner with DAAS-PG to ensure that all San Bernardino County's residents who wish to do so may continue to age safely in place.

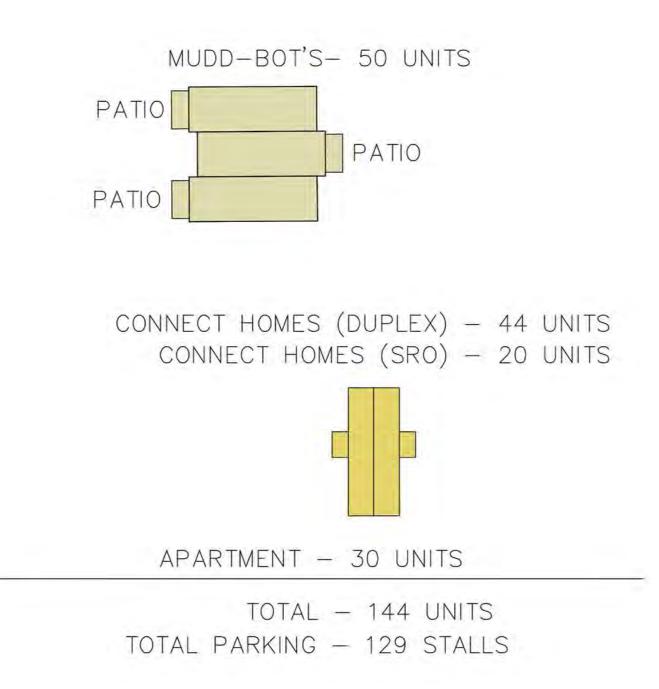
Should you have any questions or need additional information, please reach out to my staff, Megan Mekelburg at <u>megan.mekelburg@sen.ca.gov</u>.

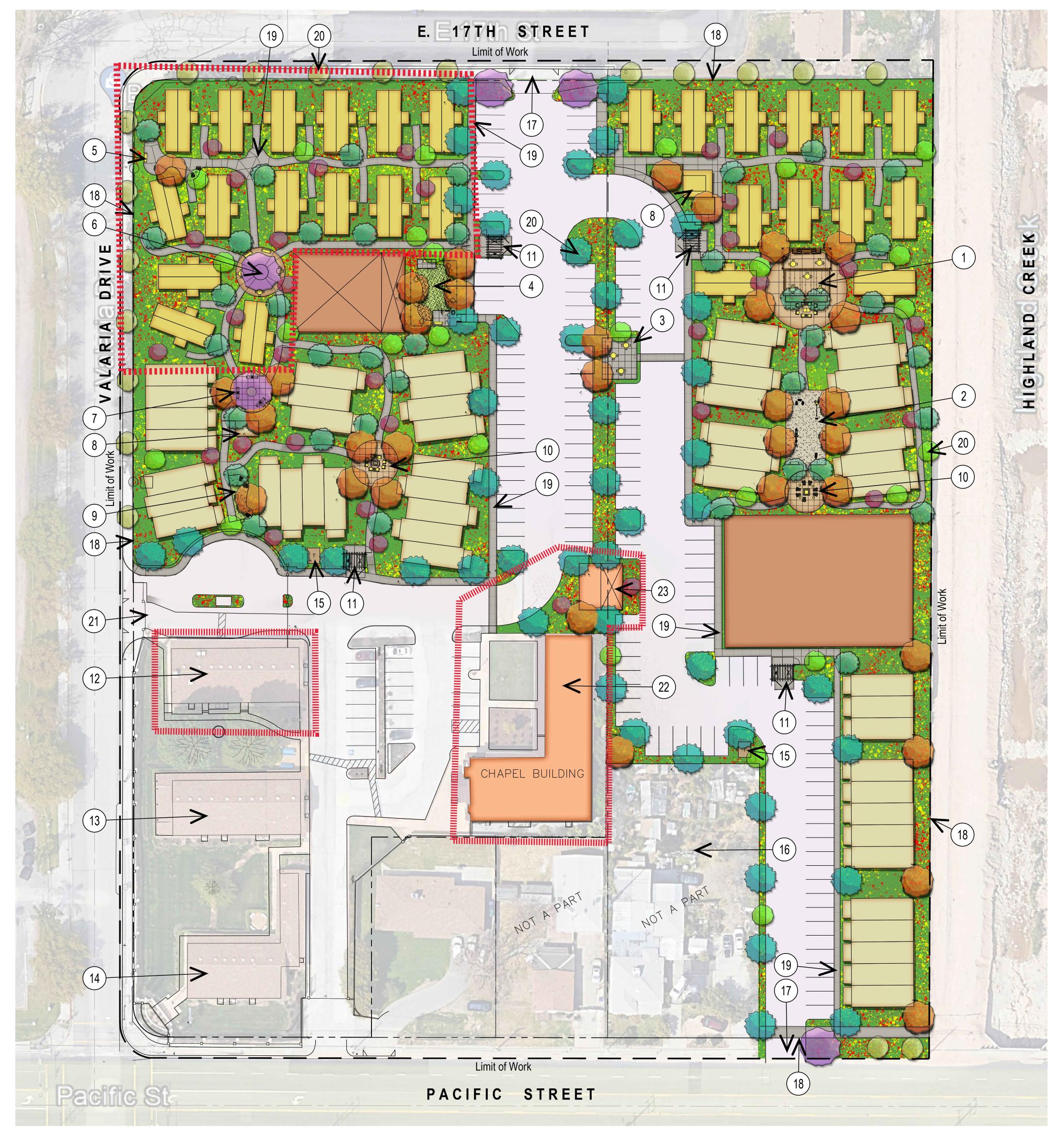
Josh Newman Senator, 29th District

Preliminary Site Plans, Design Drawings, or Construction Drawings

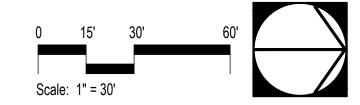
# LEGEND

- 1. Larger central gathering area with outdoor BBQs, table and lounge seating, shade structure, and outdoor fire table.
- 2. Outdoor exercise area with DG paving or artificial turf surfacing, bench seating, and south seating area with potential fire element.
- 3. Table / chairs seating area for smaller group gatherings.
- 4. Dog park with artificial turf, bench seating, and 5ft high perimeter fencing.
- 5. Seating nodes throughout paseos with benches & adirondacks.
- 6. Specimen tree canopy with table / chair seating below.
- 7. Large gathering area with game tables and seating.
- 8. Laundry facility, by others.
- 9. Grass/D.G. seating node with adirondacks.
- 10. Lounge seating area with fire-pit.
- 11. Trash enclosure, by others.
- 12. Existing cafeteria.
- 13. Existing administration office.
- 14. Existing multi-family residential apartment homes.
- 15. Potential transformer location, final location to be determined.
- 16. Adjacent single family residential lot.
- 17. Secondary vehicular entryway.
- 18. Public street R.O.W./ sidewalk.
- 19. Natural colored concrete sidewalk.
- 20. Proposed tree.
- 21. Gated vehicular entry feature.
- 22. Existing chapel building.
- 23. Dog kennel, by others.





# Conceptual Site Plan - (Alt. 'A')

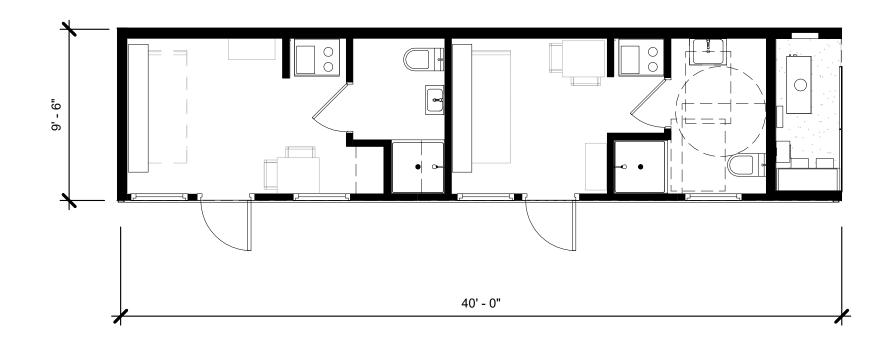


3rd Submittal Project No.: KES03-D Date: June 10, 2022

# 2626 PACIFIC ST. - HIGHLAND, CA



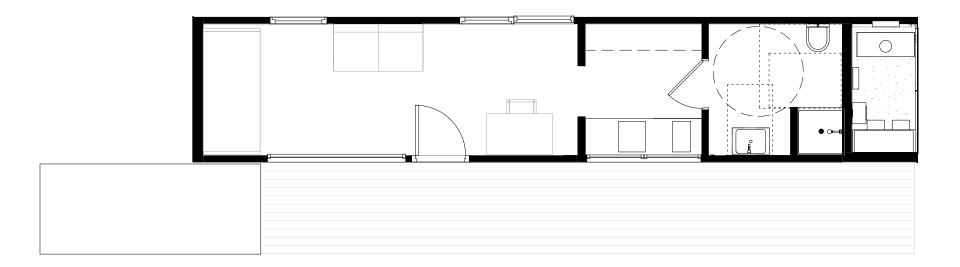
# Connect Homes- Floor Plans



# SHELTER 2-Wide

This floor plan is shown for reference purposes only. Connect Homes reserves the right to make changes and substitutions to this standard floor plan at any time.





# **SHELTER 1**

1 UNIT | 320 SF TOTAL

5'\_\_\_\_

0'

\_\_\_\_\_

10'

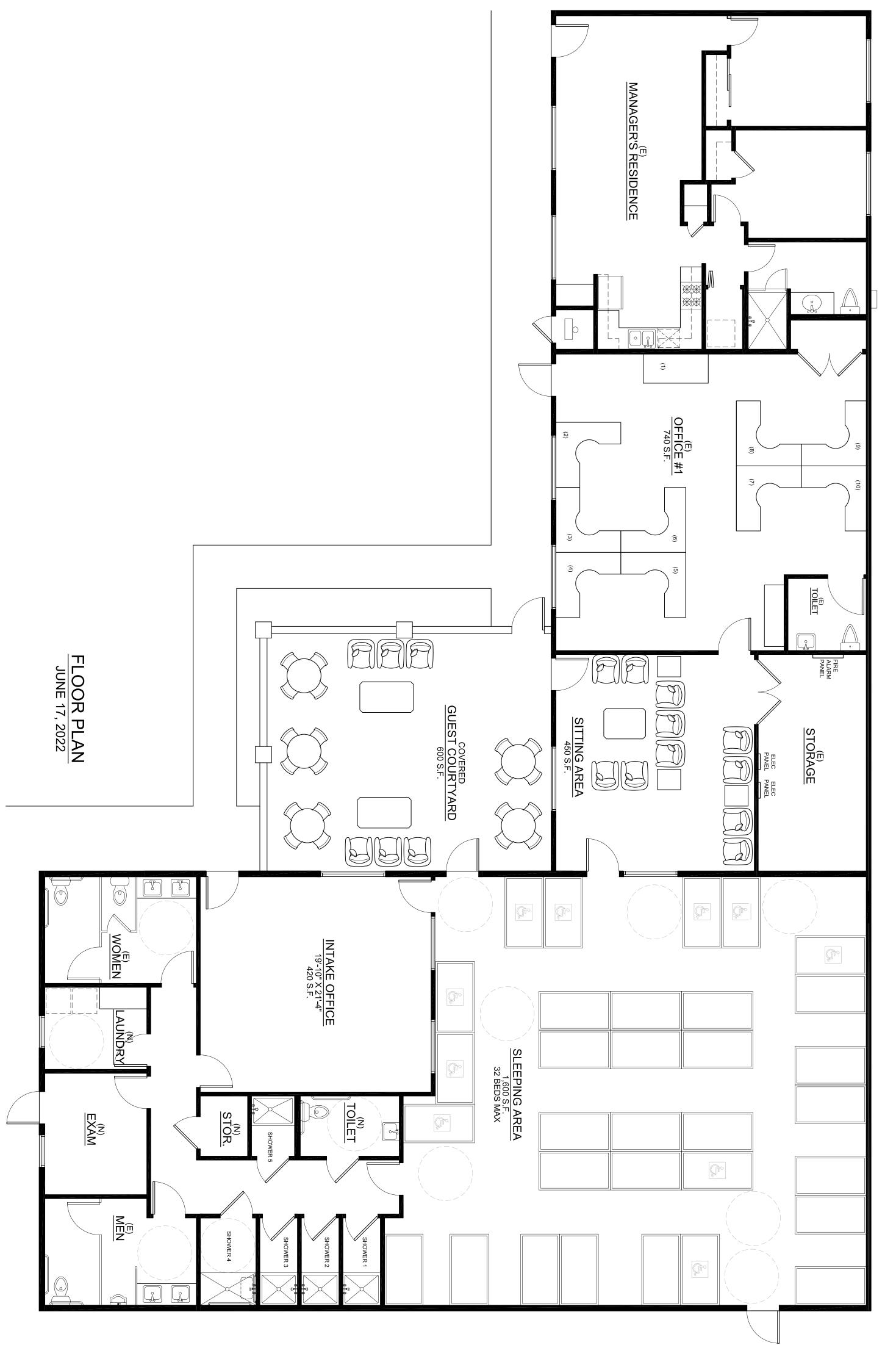
20'

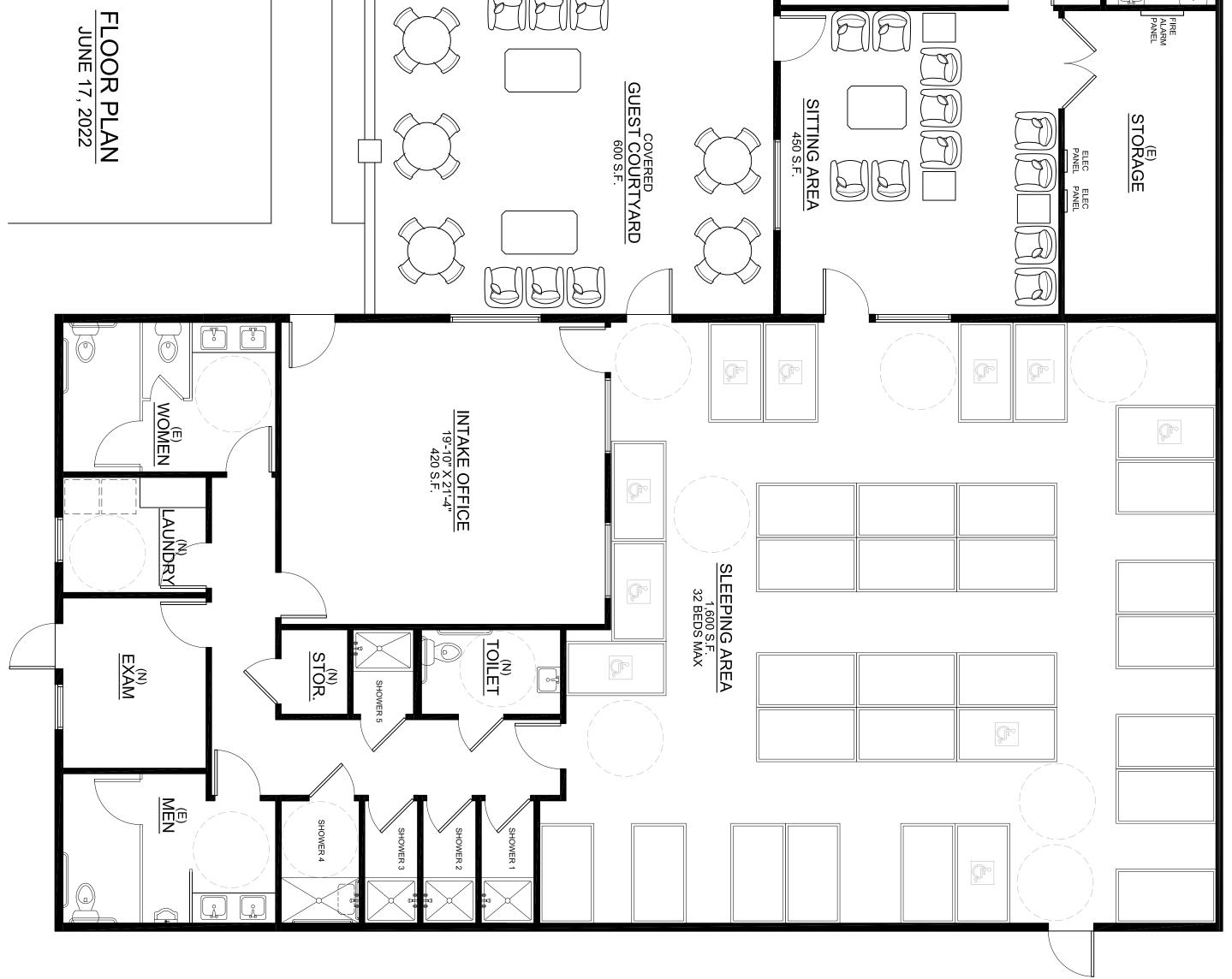
This floor plan is shown for reference purposes only. Connect Homes reserves the right to make changes and substitutions to this standard floor plan at any time.





Chapel Floor Plan





### ROUGH ORDER OF MAGNITUDE COST ESTIMATE – R2

Job No. 21084.003 23 August 2022



San Bernardino County Pacific Village Renovation and Expansion

Highland, CA



Prepared by OCMI, Inc.



## **ROUGH ORDER OF MAGNITUDE COST ESTIMATE – R2**

OCMI JOB #: 00000.000 | 23 August 2022

# COST ESTIMATE

#### **INTRODUCTORY NOTES**

This estimate is based on verbal and written direction from the client and the following items, received 21 July 2022:

PLANS

Site Plan Alternative A – Excluding Single Family Parcels (02 sheets)	KES Technologies, Inc
Connect Homes – Floor Plans (02 sheets)	KES Technologies, Inc
Chapel Floor Plan (02 sheets)	KES Technologies, Inc

#### OTHER

Site Visit	Site visit with stake holders
Meetings	Several meetings with stake holders

The following items are excluded from this estimate:

- Professional fees.
- Building permits and fees.
- Inspections and tests.
- Hazardous materials removal.
- Installation of owner furnished equipment other than noted.
- Construction change order contingency.
- Overtime.
- Items referenced as NOT INCLUDED or NIC in estimate.

The midpoint of construction of May 2024 is based on:

- Construction start date of November 2023.
- Estimated construction duration of 12 months.

The line items in the estimate include 15% design contingency and 6% annual escalation to the mid-point of construction.

- This estimate is based on competitive bidding delivery method.
- This estimate is based on prevailing wage labor rates.
- This estimate is based on a detailed measurement of quantities. We have made allowances for items that were not clearly defined in the drawings. The client should verify these allowances.
- This estimate is based on <u>a minimum of four competitive contractor bids</u> and a stable bidding market.
- This estimate should be updated if more definitive information becomes available, or if there is any change in scope.



## **ROUGH ORDER OF MAGNITUDE COST ESTIMATE – R2**

OCMI JOB #: 00000.000 | 23 August 2022

# COST ESTIMATE

• We strongly advise the client to review this estimate in detail. If any interpretations in this estimate appear to differ from those intended by the design documents, they should be addressed immediately.

## **ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2**

OCMI JOB #: 21084.003 | 23 August 2022

## **PROJECT SUMMARY**

ELEMENT	TOTAL COST	GFA	\$/SF AREA
01. SITE	\$1,822,863	171,315	\$10.64
02. CAFETERIA RENOVATION	\$366,947	3,340	\$109.86
03A. CHAPEL REPURPOSING	\$734,382	4,654	\$157.80
GUEST COURTYARD	\$173,347	644	\$269.17
04 LIVING UNTITS, MODULAR, 30 EA	\$7,571,875	11,400	\$664.20

#### TOTAL CONSTRUCTION COST

\$10,669,415

**01. SITE** *Highland, CA* 

## **ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2**

OCMI JOB #: 21084.003 | 23 August 2022

SITE SUMMARY				
ELEMENT		TOTAL COST	\$/SF AREA	
01 FOUNDATIONS				
02 SUBSTRUCTURE				
03 SUPERSTRUCTURE				
04 EXTERIOR CLOSURE				
05 ROOFING				
06 INTERIOR CONSTRUCTION				
07 CONVEYING				
08 MECHANICAL				
09 ELECTRICAL				
10 EQUIPMENT 11 SITEWORK		\$1,485,593	\$8.67	
		Ş1,403,333		
NET DIRECT SITE COST		\$1,485,593	\$8.67	
GENERAL CONDITIONS/REQUIREMENTS	10.00%	\$148,559	\$0.87	
SUBTOTAL		\$1,634,152	\$9.54	
CONTRACTOR OVERHEAD AND PROFIT	8.00%	\$130,732	\$0.76	
SUBTOTAL			\$10.30	
INSURANCE	1 000/	\$1,764,884		
	1.00%	\$17,649	\$0.10	
SUBTOTAL		\$1,782,533	\$10.41	
BONDS: CONTRACTOR	1.00%	\$17,825	\$0.10	
SUBTOTAL		\$1,800,359	\$10.51	
BONDS: SUBCONTRACTOR	1.25%	\$22,504	\$0.13	
TOTAL SITE COST		\$1,822,863	\$10.6A	

171,315 SF

## **ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2**

DETA	AILED SITE SUM	IMARY		
ELEMENT	AMOUNT	TOTAL COST	\$/SF AREA	TOTA \$/SF ARE/
01 FOUNDATIONS	AWOONT	TOTAL COST	S/ SF AREA	3/3F ARE/
011 Standard Foundations				
012 Special Foundations				
02 SUBSTRUCTURE				
021 Slab On Grade				
022 Basement Excavation				
023 Basement Walls				
03 SUPERSTRUCTURE				
031 Floor and Roof Construction				
032 Stair Construction				
04 EXTERIOR CLOSURE				
041 Exterior Walls				
042 Exterior Doors/Windows				
05 ROOFING				
051 Roofing				
06 INTERIOR CONSTRUCTION				
061 Partitions				
062 Interior Finishes				
063 Specialties				
064 Interior Doors/Windows				
07 CONVEYING				
071 Elevators				
08 MECHANICAL				
081 Plumbing				
082 H.V.A.C.				
083 Fire Protection				
084 Special Mechanical				
09 ELECTRICAL				
091 Standard Electrical				
092 Special Electrical				
10 EQUIPMENT				
101 Fixed/Movable Equipment				
102 Furnishings				
103 Special Construction				
11 SITE WORK		\$1,485,593		\$8.67
111 Demolition	\$334,283		\$1.95	
112 Site Improvements	\$694,291		\$4.05	
113 Site Utilities	\$457,019		\$2.67	
114 Off-Site Work				
NET DIRECT SITE COST		\$1,485,593		\$8.67

01. SITE

Highland, CA

## ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2

OCMI JOB #: 21084.003 | 23 August 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
ELEMENT - SITEWORK				
111 SITE PREPARATION				
Demolishing and removals				
Buildings and sheds	1,230	SF	8.14	\$10,009
Foundation and slab	1,230	SF	7.62	\$9,378
Shade structure	2,775	SF	8.14	\$22,580
Foundation and slab	2,775	SF	7.62	\$21,158
Concrete pavement	22,994	SF	2.65	\$60,845
CMU wall and footings at dog park	840	SF	13.98	\$11,742
Chain link fence at dog park	210	LF	9.53	\$2,001
Grading				4.
Rough, machine	50,795	SF	1.22	\$61,869
Fine, in trades		NOTE		4.
Stabilize soil after removal of existing improvements at future development	120,520	SF	0.51	\$61,260
Excavation and fill	4 004	<i></i>	46.50	424.022
Overexcavation	1,881	CY	16.50	\$31,039
Backfill and recompact	1,881	CY	17.61	\$33,126
Haul, Allowance	200	CY	46.38	\$9,276
TOTAL - 111 SITE PREPARATION				\$334,283
ELEMENT - SITEWORK				
112 SITE IMPROVEMENTS				
Hardscape				
Paving				
Vehicular	20.254	C.E.	11.20	¢220.002
Drives	20,254	SF	11.26	\$228,003
Parking	8,423	SF	11.26	\$94,819
Pedestrian	5,740	SF	10.28	\$59,013
Deco paving at pergola	225	SF	23.29	\$5,241
Curb, curb and gutter	1,608	LF	24.77	\$39,833
Paving specialties				
Striped parking stall	50	EA	22.65	\$1,133
ADA symbol, painted	3	EA	121.48	\$364
Pole mounted sign	1	EA	346.26	\$346
Cross hatching	50	SF	1.45	\$73
Parking bumper	3	EA	88.66	\$266
Fencing and gates				
Existing to remain		NIC		
		NIC		

Softscape

01. SITE

Highland, CA

## ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2

			UNIT RATE	ESTIMATED COST
		a-		
Irrigation	14,770	SF	4.69	\$69,218
Groundcover	14,770	SF	6.61	\$97,599
Trees	0	ГА	1 010 01	ćo 140
Small	9	EA	1,016.61	\$9,149
Medium	6 28	EA EA	1,397.84	\$8,387
Large Trees in right of way	28	EA	1,651.99	\$46,256
Medium	9	EA	1,397.84	\$12,581
Specimen tree	1	EA	3,812.25	\$3,812
	-	271	0,012.20	<i>40,011</i>
Trash enclosure				
Footing and slab	120	SF	22.87	\$2,745
Screen wall	256	SF	31.77	\$8,133
Gate	1	PR	7,319.52	\$7,320
TOTAL - 112 SITE IMPROVEMENTS				\$694,291
ELEMENT - SITEWORK				
113 SITE UTILITIES	1	1.0	21 700 75	¢21.700
Protect in place/relocate existing utilities, Allowance	1	LS	31,768.75	\$31,769
Upgrade utility building entrances, replace piping as needed	1	LS	38,122.50	\$38,123
Storm water service				
Site surface drainage	171,315	SF	0.16	\$27,212
Domestic water service, Allowance				
Connect to existing service, street connection	1	LS	4,473.04	\$4,473
Pipe and fittings, including trench and backfill, PVC, C900				
Building branch	300	LF	21.09	\$6,328
Main	300	LF	34.56	\$10,369
Valves, Allowance	1	LS	4,418.40	\$4,418
Sanitary sewer service, Allowance				
Connect to existing service	1	LS	5,680.25	\$5,680
Man hole	1	EA	5,070.29	\$5,070
Pipe and fittings, including trench and backfill, cast iron				
Building branch	300	LF	60.23	\$18,070
Main	300	LF	93.65	\$28,096
Cleanout to grade	1	LS	2,477.96	\$2,478
Natural gas service, no work anticipated				
Electrical				
Extend power to new prefabricated building and connect to existing unit panelboard	30	EA	4,447.63	\$133,429

**01. SITE** *Highland, CA* 

## **ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2**

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Site lighting	171,315	SF	0.83	\$141,504
TOTAL - 113 SITE UTILITIES				\$457,019

### Pacific Village Renovation and Expansion 02. CAFETERIA RENOVATION

Highland, CA

## **ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2**

OCMI JOB #: 21084.003 | 23 August 2022

## **BUILDING SUMMARY**

ELEMENT		TOTAL COST	\$/SF AREA
01 FOUNDATIONS			
02 SUBSTRUCTURE			
03 SUPERSTRUCTURE			
04 EXTERIOR CLOSURE			
05 ROOFING			4.0.00
06 INTERIOR CONSTRUCTION		\$55,361	\$16.58
07 CONVEYING 08 MECHANICAL		620.070	<u> </u>
09 ELECTRICAL		\$28,870 \$16,611	\$8.64 \$4.97
10 EQUIPMENT		\$198,212	\$59.34
11 SITEWORK		<i><i><i><i>ψ</i>150)212</i></i></i>	Ç
NET DIRECT BUILDING COST		\$299,054	
GENERAL CONDITIONS/REQUIREMENTS	10.00%	\$29,905	
SUBTOTAL		\$328,959	
CONTRACTOR OVERHEAD AND PROFIT	8.00%	\$26,317	
SUBTOTAL			
INSURANCE	1.00%	\$355,276	
	1.00%	\$3,553	
SUBTOTAL		\$358,829	
BONDS: CONTRACTOR	1.00%	\$3,588	
SUBTOTAL		\$362,417	
BONDS: SUBCONTRACTOR	1.25%	\$4,530	
TOTAL BUILDING COST		\$366,947	\$109.86

3,340 SF

## Pacific Village Renovation and Expansion 02. CAFETERIA RENOVATION

Highland, CA

## **ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2**

OCMI JOB #: 21084.003 | 23 August 2022

## **DETAILED BUILDING SUMMARY**

ELEMENT	AMOUNT	TOTAL COST	\$/SF AREA	TOTAL \$/SF AREA
01 FOUNDATIONS			<i>+/•·············</i>	<i>4</i> , <i>6</i> , <i>1</i>
011 Standard Foundations				
012 Special Foundations				
02 SUBSTRUCTURE				
021 Slab On Grade				
022 Basement Excavation				
023 Basement Walls				
03 SUPERSTRUCTURE				
031 Floor and Roof Construction				
032 Stair Construction				
04 EXTERIOR CLOSURE				
041 Exterior Walls				
042 Exterior Doors/Windows				
05 ROOFING				
051 Roofing				
06 INTERIOR CONSTRUCTION		\$55,361		\$16.58
061 Partitions				
062 Interior Finishes	\$53,074		\$15.89	
063 Specialties				
064 Interior Doors/Windows	\$2,287		\$0.68	
07 CONVEYING				
071 Elevators				
08 MECHANICAL		\$28,870		\$8.64
081 Plumbing	\$11,672		\$3.49	
082 H.V.A.C.	\$15,063		\$4.51	
083 Fire Protection	\$2,135		\$0.64	
084 Special Mechanical				
09 ELECTRICAL		\$16,611		\$4.97
091 Standard Electrical	\$16,611		\$4.97	
092 Special Electrical				
10 EQUIPMENT		\$198,212		\$59.34
101 Fixed/Movable Equipment	\$186,038		\$55.70	
102 Furnishings	\$12,174		\$3.64	
103 Special Construction				
11 SITEWORK				
111 Site Preparation				
112 Site Improvements				
113 Site Utilities				
114 Off-Site Work				
		ć200-054		600 F.C
NET DIRECT BUILDING COST		\$299,054		\$89.54

#### **02. CAFETERIA RENOVATION**

Highland, CA

## **ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2**

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
ELEMENT - INTERIOR CONSTRUCTION 062 INTERIOR FINISHES Wall				
Repair and paint existing walls	5,317	SF	1.45	\$7,721
Floor Existing to remain, clean and repair as needed	3,340	SF	3.18	\$10,611
Ceiling Paint Acoustical, Dining Room	488 1,913	SF SF	1.45 17.79	\$709 \$34,033
TOTAL - 062 INTERIOR FINISHES				\$53,074
ELEMENT - INTERIOR CONSTRUCTION 064 INTERIOR DOORS/WINDOWS				
Paint existing	9	EA	254.15	\$2,287
TOTAL - 064 INTERIOR DOORS/WINDOWS				\$2,287
ELEMENT - MECHANICAL 081 PLUMBING				
Upgrade kitchen infrastructure for newly purchased kitchen equipment	3,340	GSF	3.49	\$11,672
TOTAL - 081 PLUMBING				\$11,672
ELEMENT - MECHANICAL 082 H.V.A.C.				
Minor modification and repairs	3,340	GSF	2.54	\$8,489
Remove and reinstall air supply diffusers as needed, incidental to ceiling replacement	3,340	GSF	1.21	\$4,032
Rebalancing, Allowance	1	LS	2,541.50	\$2,542
TOTAL - 082 H.V.A.C.				\$15,063
ELEMENT - MECHANICAL 083 FIRE PROTECTION				
Testing and repairs	1	LS	2,134.86	\$2,135
TOTAL - 083 FIRE PROTECTION				\$2,135
Prepared by: OCMI				Sheet 9 of 26

**02. CAFETERIA RENOVATION** 

Highland, CA

## **ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2**

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
ELEMENT - ELECTRICAL				
091 STANDARD ELECTRICAL Service and distribution, no work anticipated		NIC		
Service and distribution, no work anticipated		NIC		
Light fixture				
Light fixtures, replace existing with LED	25	EA	409.80	\$10,245
Patch and repair surfaces as needed	3,340	GSF	1.91	\$6,366
TOTAL - 091 STANDARD ELECTRICAL				\$16,611
ELEMENT - EQUIPMENT 101 FIXED/MOVABLE EQUIPMENT Update kitchen equipment to a fully functioning kitchen for servicing thirty (30) persons Update is to include the removal and replacement of the existing walk-in cooler and freezer	488	SF	381.23	\$186,038
TOTAL - 101 FIXED/MOVABLE EQUIPMENT				\$186,038
ELEMENT - EQUIPMENT 102 FURNISHINGS Dining room Table Chair Artwork, Allowance	8 32 3,340	EA EA SF	381.23 152.49 1.27	\$3,050 \$4,880 \$4,244
TOTAL - 102 FURNISHINGS				\$12,174

### Pacific Village Renovation and Expansion 03A. CHAPEL REPURPOSING

Highland, CA

## **ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2**

OCMI JOB #: 21084.003 | 23 August 2022

## **BUILDING SUMMARY**

ELEMENT		TOTAL COST	\$/SF AREA
01 FOUNDATIONS			
02 SUBSTRUCTURE		\$10,854	\$2.33
03 SUPERSTRUCTURE			
04 EXTERIOR CLOSURE		\$16,676	\$3.58
05 ROOFING			
06 INTERIOR CONSTRUCTION		\$207,911	\$44.67
07 CONVEYING			
08 MECHANICAL		\$161,534	\$34.71
09 ELECTRICAL		\$79,926	\$17.17
10 EQUIPMENT		\$83,728	\$17.99
11 EXISTING CONDITIONS		\$37,876	\$8.14
NET DIRECT BUILDING COST		\$598,505	\$128.60
GENERAL CONDITIONS/REQUIREMENTS	10.00%	\$59,851	\$12.86
	10.0070		
SUBTOTAL		\$658,356	\$141.46
CONTRACTOR OVERHEAD AND PROFIT	8.00%	\$52,668	\$11.32
SUBTOTAL		\$711,024	\$152.78
INSURANCE	1.00%	\$7,110	\$1.53
SUBTOTAL		\$718,134	\$154.30
BONDS: CONTRACTOR	1.00%	\$7,181	\$1.54
SUBTOTAL		\$725,316	\$155.85
BONDS: SUBCONTRACTOR	1.25%	\$9,066	\$1.95
TOTAL BUILDING COST		\$734,382	\$157.80
		1 651 SE	

GROSS FLOOR AREA:

4,654 SF

## **ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2**

OCMI JOB #: 21084.003 | 23 August 2022

## **DETAILED BUILDING SUMMARY**

				TOTA \$/SF ARE#
ELEMENT 01 FOUNDATIONS	AMOUNT	TOTAL COST	\$/SF AREA	\$/SF AREA
011 Standard Foundations				
012 Special Foundations 02 SUBSTRUCTURE		\$10,854		\$2.33
021 Slab On Grade	\$10,854	\$10,654	\$2.33	Ş2.55
022 Basement Excavation	\$10,854		ş2.55	
022 Basement Walls				
03 SUPERSTRUCTURE				
031 Floor and Roof Construction				
031 Floor and Root Construction				
		\$16 G76		\$3.58
04 EXTERIOR CLOSURE	¢10.166	\$16,676	ćo 10	\$3.56
041 Exterior Walls	\$10,166		\$2.18 \$1.40	
042 Exterior Doors/Windows	\$6,510		\$1.40	
05 ROOFING				
051 Roofing		¢207.044		644 67
06 INTERIOR CONSTRUCTION	¢46,400	\$207,911	ć0.00	\$44.67
061 Partitions	\$46,488		\$9.99	
062 Interior Finishes	\$138,457		\$29.75	
063 Specialties	\$3,303		\$0.71	
064 Interior Doors/Windows	\$19,663		\$4.22	
07 CONVEYING				
071 Elevators				40.474
08 MECHANICAL		\$161,534	<b>*</b> • • • •	\$34.71
081 Plumbing	\$86,024		\$18.48	
082 H.V.A.C.	\$66,639		\$14.32	
083 Fire Protection	\$8,871		\$1.91	
084 Special Mechanical		4		
09 ELECTRICAL		\$79,926		\$17.17
091 Standard Electrical	\$79,926		\$17.17	
092 Special Electrical				
10 EQUIPMENT		\$83,728		\$17.99
101 Fixed/Movable Equipment				
102 Furnishings	\$83,728		\$17.99	
103 Special Construction				
11 EXISTING CONDITIONS		\$37,876		\$8.14
111 Demolition and Removals	\$37,876		\$8.14	
NET DIRECT BUILDING COST		\$598,505		\$128.60

**03A. CHAPEL REPURPOSING** 

Highland, CA

## ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
ELEMENT - SUBSTRUCTURE				
021 SLAB ON GRADE				
For underground plumbing work at new showers				
Reinstall after removal	417	SF	15.40	\$6,421
Dowel	55	EA	81.10	\$4,433
TOTAL - 021 SLAB ON GRADE				\$10,854
ELEMENT - EXTERIOR CLOSURE				
041 EXTERIOR WALLS				
Frame for opening in existing walls	4	EA	1,524.90	\$6,100
Patch existing finishes	4	EA	1,016.60	\$4,066
TOTAL - 041 EXTERIOR WALLS				\$10,166
ELEMENT - EXTERIOR CLOSURE				
042 EXTERIOR DOORS/WINDOWS				
Doors				
Hollow metal including frame and hardware				
Single	2	EA	2,264.06	\$4,528
Windows				
3' 0" x 4' 0"	2	EA	991.19	\$1,982
TOTAL - 042 EXTERIOR DOORS/WINDOWS				\$6,510
ELEMENT - ROOFING				
051 ROOFING				
No work is anticipated				
TOTAL - 051 ROOFING				
ELEMENT - INTERIOR CONSTRUCTION				
061 PARTITIONS				
Framing	1,851	SF	12.70	\$23,508
Insulation, batt	1,851	SF	1.50	\$2,773
Gypsum board				
Taped and finished	3,702	SF	3.80	\$14,056
Patch Frame for opening in existing wall	800 1	SF EA	6.34 1,080.14	\$5,071 \$1,080
	I		1,000.14	Ş1,080
TOTAL - 061 PARTITIONS				\$46,488

#### **03A. CHAPEL REPURPOSING**

Highland, CA

## **ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2**

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
ELEMENT - INTERIOR CONSTRUCTION				
062 INTERIOR FINISHES				
Wall				
Paint	7,029	SF	1.47	\$10,360
Ceramic tile	1,200	SF	23.89	\$28,663
Floor				
LVT	2,791	SF	13.98	\$39,013
Tile	216	SF	29.22	\$6,312
Wood, clean and repair existing, Office	749	SF	2.92	\$2,189
Base				
Tile	150	LF	20.59	\$3,088
Wood	616	LF	13.98	\$8,611
Ceiling				
Acoustical, sleeping area	1,699	SF	19.06	\$32,385
Taped and finished, patch Paint	626	SF	7.61	\$4,760
Gypsum board, new and existing	2,087	SF	1.47	\$3,076
TOTAL - 062 INTERIOR FINISHES ELEMENT - INTERIOR CONSTRUCTION 063 SPECIALTIES Restroom accessories Soap dispenser, liquid Mirror, metal frame Paper towel dispenser and waste receptacle Toilet seat cover dispenser	1 1 1 1	EA EA EA EA	119.68 184.74 1,012.21 136.44	\$138,457 \$120 \$185 \$1,012 \$136
Toilet tissue dispenser	1	EA	107.63	\$108
Grab bar set	- 1	EA	289.41	\$289
Shower curtain and rod	5	EA	132.38	\$662
Shower curtain rod, 48"	1	EA	63.58	\$64
Shower grab bar	1	EA	329.98	\$330
Shower seat	1	EA	397.09	\$397
TOTAL - 063 SPECIALTIES				\$3,303
ELEMENT - INTERIOR CONSTRUCTION 064 INTERIOR DOORS/WINDOWS Doors Wood including hollow metal frame and hardware		FA	1 022 57	¢15.460
Single Shower	8 5	EA EA	1,933.57	\$15,469
SHOWER	5	EA	508.30	\$2,542
Windows				

#### **03A. CHAPEL REPURPOSING**

Highland, CA

## ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
4' 0" x 5' 0"	1	EA	1,651.98	\$1,652
TOTAL - 064 INTERIOR DOORS/WINDOWS				\$19,663
ELEMENT - MECHANICAL				
081 PLUMBING				
Equipment				
Water heating equipment	4,654	GSF	2.22	\$10,350
Fixtures including rough-in				
Water closet (ADA)	1	EA	3,171.79	\$3,172
Lavatory, wall mounted	1	EA	4,094.36	\$4,094
Shower	5	EA	3,885.95	\$19,430
Miscellaneous fittings				
Washer box	1	EA	183.80	\$184
Dryer wall vent/cap	1	EA	226.91	\$227
Dryer vent	1	EA	103.36	\$103
Domestic water system, including connecting to existing service	4,654	GSF	4.13	\$19,221
Sanitary waste system, including trenching and backfill	4,654	GSF	2.19	\$10,172
Sanitary vent system	4,654	GSF	2.33	\$10,823
Roof drainage system, no work anticipated		NIC		
Natural gas system, Allowance to connect new gas dryer	1	LS	3,812.25	\$3,812
Patching and repair, incidental to plumbing work flooring and ceiling, walls see Elements 021 and 111		NOTE		
Miscellaneous, includes testing, seismic control, fire stopping flushing and chlorination, identification and tagging	4,654	GSF	0.95	\$4,436
TOTAL - 081 PLUMBING				\$86,024
ELEMENT - MECHANICAL				
082 H.V.A.C.				
Equipment				
Air conditioning equipment Assume existing adequate		NOTE		
Additional supplement AC unit to accommodate	1,600	SF	13.34	\$21,349
new layout and additional demand, Allowance	1,000	51	10.04	Υ <u></u> Σ±,575
Exhaust fans				
Restroom, single	1	EA	710.74	\$711
Prepared by: OCMI				Sheet 15 of 26

### **03A. CHAPEL REPURPOSING**

Highland, CA

## **ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2**

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Showers, 5 stalls Laundry room	1 1	EA EA	1,577.18 710.74	\$1,577 \$711
Air distribution system				
Modify existing supply ductwork to accommodate new layout	2,414	SF	10.67	\$25,768
Exhaust	200	LB	17.42	\$3 <i>,</i> 485
Air inlets and outlets	2,414	SF	2.22	\$5,368
Dampers	2,414	SF	0.95	\$2,301
Automatic temperature control No modifications necessary		NOTE		
Balancing			4.97	40.050
Air balancing	2,414	SF	1.27	\$3,068
Miscellaneous, including seismic protection, duct duct identification and fire stopping	2,414	SF	0.95	\$2,301
TOTAL - 082 H.V.A.C.				\$66,639
083 FIRE PROTECTION				
Modify existing sprinkler system to accommodate new layout	4,654	GSF	1.91	\$8,871
TOTAL - 083 FIRE PROTECTION				\$8,871
ELEMENT - ELECTRICAL				
091 STANDARD ELECTRICAL Service and distribution, existing assumed adequate for remodel		NIC		
Lighting system, including controls (throughout)	4,654	SF	13.34	\$62,098
Convenience power (in new areas only)	2,670	SF	4.13	\$11,027
Modifications/relocations as necessary (impacted by window and door relocations)	4,654	SF	0.64	\$2,957
Miscellaneous	4,654	SF	0.83	\$3,844
TOTAL - 091 STANDARD ELECTRICAL				\$79,926

#### **03A. CHAPEL REPURPOSING**

Highland, CA

## **ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2**

OCMI JOB #: 21084.003 | 23 August 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
ELEMENT - EQUIPMENT				
102 FURNISHINGS				
Sleeping area				
Bed	32	EA	1,524.90	\$48,797
Intake office				
Allowance	1	LS	5,000.00	\$5,000
Sitting Area				
Table	4	EA	444.76	\$1,779
Armchair	7	EA	508.30	\$3,558
Office				
Cubicle	9	EA	1,651.98	\$14,868
Shelf	2	EA	1,906.13	\$3,812
Artwork, Allowance	4,654	SF	1.27	\$5,914
TOTAL - 102 FURNISHINGS				\$83,728
ELEMENT - EXISTING CONDITIONS 111 DEMOLITION AND REMOVALS				
Selective				
Slab on grade for underground plumbing work at new				
showers				
Sawcut	164	LF	11.04	\$1,810
Remove	626	SF	3.72	\$2,326
Existing ceiling at the installation of new walls	626	SF	0.50	\$314
Raised platform	1,103	SF	10.17	\$11,213
Cut opening in exterior wall	1	EA	1,315.48	\$1,315
Cut opening in interior partition	1	EA	752.78	\$753
Door and frame, single	1	EA	106.58	\$107
Door and frame, double	3	PR	160.62	\$482
Markerboard	2	EA	171.55	\$343
Mirror and ballet barre	1	LS	355.81	\$356
Standard window	24	SF	6.97	\$167
Carpet and pad	2,798	SF	1.64	\$4,595
Sandblast slab, remove residue	2,798	SF	2.64	\$7,391
Create opening in exterior wall	1	EA	1,906.13	\$1,906
Create opening in interior wall	1	EA	1,016.60	\$1,017
Remove cross	1	EA	635.38	\$635
Electrical				
Light fixture				
Pendant fixture	8	EA	168.56	\$1,348
Wall sconce	8	EA	98.32	\$787
Downlight	12	EA	84.28	\$1,011

TOTAL - 111 DEMOLITION AND REMOVALS

\$37,876

### **03B. CHAPEL REPURPOSING - COURTYARD** Highland, CA

## **ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2**

OCMI JOB #: 21084.003 | 23 August 2022

SITE SUMMARY				
ELEMENT		TOTAL COST	\$/SF AREA	
01 FOUNDATIONS 02 SUBSTRUCTURE 03 SUPERSTRUCTURE 04 EXTERIOR CLOSURE 05 ROOFING 06 INTERIOR CONSTRUCTION 07 CONVEYING 08 MECHANICAL 09 ELECTRICAL				
10 EQUIPMENT 11 SITEWORK		\$141,274	\$219.37	
NET DIRECT SITE COST GENERAL CONDITIONS/REQUIREMENTS	10.00%	\$141,274 \$14,127	\$219.37 \$21.94	
SUBTOTAL CONTRACTOR OVERHEAD AND PROFIT	8.00%	\$155,401 \$12,432	\$241.31 \$19.30	
SUBTOTAL INSURANCE	1.00%	\$167,834 \$1,678	\$260.61 \$2.61	
SUBTOTAL BONDS: CONTRACTOR	1.00%	\$169,512 \$1,695	\$263.22 \$2.63	
SUBTOTAL BONDS: SUBCONTRACTOR	1.25%	\$171,207 \$2,140	\$265.85 \$3.32	
TOTAL SITE COST		\$173,347	\$269.17	
	τοται site area.	644 SE		

TOTAL SITE AREA:

644 SF

03B. CHAPEL REPURPOSING - COURTYARD Highland, CA

## **ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2**

DETAILED SITE SUMMARY				
ELEMENT	AMOUNT	TOTAL COST	\$/SF AREA	TOTAI \$/SF AREA
01 FOUNDATIONS	AMOUNT	TOTAL COST	Ş/SF AREA	Ş∕SFAREA
011 Standard Foundations				
012 Special Foundations				
02 SUBSTRUCTURE				
021 Slab On Grade				
022 Basement Excavation				
023 Basement Walls				
03 SUPERSTRUCTURE				
031 Floor and Roof Construction				
032 Stair Construction				
04 EXTERIOR CLOSURE				
041 Exterior Walls				
042 Exterior Doors/Windows				
05 ROOFING				
051 Roofing				
06 INTERIOR CONSTRUCTION				
061 Partitions				
062 Interior Finishes				
063 Specialties				
064 Interior Doors/Windows				
07 CONVEYING				
071 Elevators				
08 MECHANICAL				
081 Plumbing				
082 H.V.A.C.				
083 Fire Protection				
084 Special Mechanical				
09 ELECTRICAL				
091 Standard Electrical				
092 Special Electrical				
10 EQUIPMENT				
101 Fixed/Movable Equipment				
102 Furnishings				
103 Special Construction				
11 SITEWORK		\$141,274		\$219.37
111 Site Preparation	\$5,584		\$8.67	
112 Site Improvements	\$125,524		\$194.91	
113 Site Utilities	\$10,166		\$15.79	
114 Off-Site Work				
NET DIRECT SITE COST		\$141,274		\$219.37

### **03B. CHAPEL REPURPOSING - COURTYARD** Highland, CA

ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2 OCMI JOB #: 21084.003   23			003   23 August 2022	
DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
ELEMENT - SITEWORK				
111 SITE PREPARATION				
Excavate as needed	176	CY	31.77	\$5,584
TOTAL - 111 SITE PREPARATION				\$5,584
ELEMENT - SITEWORK				
112 SITE IMPROVEMENTS				
Retaining wall	199	SF	69.89	\$13,908
Footing	6	CY	762.45	\$4,236
Enclosure	400	SF	57.18	\$22,874
Paving	594	SF	38.12	\$22,645
Stair/ramp	50	SF	63.54	\$3,177
Trellis	644	SF	57.18	\$36,826
Patio furniture			0.476.00	640 <b>7</b> 00
Table with chairs	4	EA	3,176.88	\$12,708
Armchair Table	6 2	EA EA	1,270.75 762.45	\$7,625 \$1,525
	2	EA	702.45	\$1,525
TOTAL - 112 SITE IMPROVEMENTS				\$125,524
ELEMENT - SITEWORK				
113 SITE UTILITIES				
Drainage	1	LS	6,353.75	\$6,354
Electrical	1	LS	3,812.25	\$3,812
TOTAL - 113 SITE UTILITIES				\$10,166

04. LIVING UNIT - SHELTER 1

Highland, CA

## **ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2**

OCMI JOB #: 21084.003 | 23 August 2022

## **BUILDING SUMMARY**

ELEMENT		TOTAL COST	\$/SF AREA
01 FOUNDATIONS		\$5,946	\$14.87
02 SUBSTRUCTURE			
03 SUPERSTRUCTURE		\$160,432	\$401.08
04 EXTERIOR CLOSURE		\$12,173	\$30.43
05 ROOFING		\$2,237	\$5.59
06 INTERIOR CONSTRUCTION			
07 CONVEYING			
08 MECHANICAL		\$4,000	\$10.00
09 ELECTRICAL			
10 EQUIPMENT		\$9,950	\$24.88
11 SITEWORK	_	\$10,959	\$27.40
NET DIRECT BUILDING COST		\$205,697	\$514.24
GENERAL CONDITIONS/REQUIREMENTS	10.00%	\$20,570	\$51.42
SUBTOTAL		\$226,267	\$565.67
CONTRACTOR OVERHEAD AND PROFIT	8.00%	\$18,101	\$45.25
SUBTOTAL		\$244,368	\$610.92
INSURANCE	1.00%	\$2,444	\$6.11
SUBTOTAL		\$246,812	\$617.03
BONDS: CONTRACTOR	1.00%	\$2,468	\$6.17
SUBTOTAL		\$249,280	\$623.20
BONDS: SUBCONTRACTOR	1.25%	\$3,116	\$7.79
TOTAL BUILDING COST		\$252,396	\$630.99
		400.55	

GROSS FLOOR AREA:

400 SF

04. LIVING UNIT - SHELTER 1

Highland, CA

## **ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2**

OCMI JOB #: 21084.003 | 23 August 2022

## **DETAILED BUILDING SUMMARY**

<ul> <li>61 FOUNDATIONS <ul> <li>011 Standard Foundations</li> <li>012 Special Foundations</li> </ul> </li> <li>62 SUBSTRUCTURE <ul> <li>021 Slab On Grade</li> <li>022 Basement Excavation</li> <li>023 Basement Walls</li> </ul> </li> <li>63 SUPERSTRUCTURE <ul> <li>031 Floor and Roof Construction</li> <li>032 Stair Construction</li> <li>032 Stair Construction</li> </ul> </li> <li>64 EXTERIOR CLOSURE <ul> <li>041 Exterior Walls</li> <li>042 Exterior Doors/Windows</li> </ul> </li> <li>65 ROOFING <ul> <li>051 Roofing</li> </ul> </li> <li>66 INTERIOR CONSTRUCTION <ul> <li>061 Partitions</li> <li>062 Exterior Evidence</li> </ul> </li> </ul>	\$5,946 \$160,432 \$10,573 \$1,600	\$5,946 \$160,432 \$12,173	\$14.87 \$401.08	\$14.87 \$401.08
012 Special Foundations 02 SUBSTRUCTURE 021 Slab On Grade 022 Basement Excavation 023 Basement Walls 03 SUPERSTRUCTURE 031 Floor and Roof Construction 032 Stair Construction 032 Stair Construction 04 EXTERIOR CLOSURE 041 Exterior Walls 042 Exterior Doors/Windows 05 ROOFING 051 Roofing 06 INTERIOR CONSTRUCTION 061 Partitions	\$160,432 \$10,573 \$1,600			\$401.08
<ul> <li><b>SUBSTRUCTURE</b></li> <li>021 Slab On Grade</li> <li>022 Basement Excavation</li> <li>023 Basement Walls</li> <li><b>SUPERSTRUCTURE</b></li> <li>031 Floor and Roof Construction</li> <li>032 Stair Construction</li> <li>032 Stair Construction</li> <li><b>EXTERIOR CLOSURE</b></li> <li>041 Exterior Walls</li> <li>042 Exterior Doors/Windows</li> <li><b>ROOFING</b></li> <li>051 Roofing</li> <li><b>INTERIOR CONSTRUCTION</b></li> <li>061 Partitions</li> </ul>	\$10,573 \$1,600		\$401.08	\$401.08
021 Slab On Grade 022 Basement Excavation 023 Basement Walls 03 SUPERSTRUCTURE 031 Floor and Roof Construction 032 Stair Construction 032 Stair Construction 04 EXTERIOR CLOSURE 041 Exterior Walls 042 Exterior Doors/Windows 05 ROOFING 051 Roofing 06 INTERIOR CONSTRUCTION 061 Partitions	\$10,573 \$1,600		\$401.08	\$401.08
<ul> <li>022 Basement Excavation</li> <li>023 Basement Walls</li> <li>03 SUPERSTRUCTURE</li> <li>031 Floor and Roof Construction</li> <li>032 Stair Construction</li> <li>032 Stair Construction</li> <li>041 Exterior Walls</li> <li>042 Exterior Doors/Windows</li> <li>05 ROOFING</li> <li>051 Roofing</li> <li>061 Partitions</li> </ul>	\$10,573 \$1,600		\$401.08	\$401.08
023 Basement Walls 03 SUPERSTRUCTURE 031 Floor and Roof Construction 032 Stair Construction 04 EXTERIOR CLOSURE 041 Exterior Walls 042 Exterior Doors/Windows 05 ROOFING 051 Roofing 06 INTERIOR CONSTRUCTION 061 Partitions	\$10,573 \$1,600		\$401.08	\$401.08
<ul> <li>SUPERSTRUCTURE</li> <li>031 Floor and Roof Construction</li> <li>032 Stair Construction</li> <li>EXTERIOR CLOSURE</li> <li>041 Exterior Walls</li> <li>042 Exterior Doors/Windows</li> <li>ROOFING</li> <li>051 Roofing</li> <li>INTERIOR CONSTRUCTION</li> <li>061 Partitions</li> </ul>	\$10,573 \$1,600		\$401.08	\$401.08
031 Floor and Roof Construction 032 Stair Construction 04 EXTERIOR CLOSURE 041 Exterior Walls 042 Exterior Doors/Windows 05 ROOFING 051 Roofing 06 INTERIOR CONSTRUCTION 061 Partitions	\$10,573 \$1,600		\$401.08	,
<ul> <li>64 EXTERIOR CLOSURE         <ul> <li>041 Exterior Walls</li> <li>042 Exterior Doors/Windows</li> </ul> </li> <li>65 ROOFING         <ul> <li>051 Roofing</li> <li>061 Partitions</li> </ul> </li> </ul>	\$10,573 \$1,600	\$12,173		
<ul> <li>64 EXTERIOR CLOSURE         <ul> <li>041 Exterior Walls</li> <li>042 Exterior Doors/Windows</li> </ul> </li> <li>65 ROOFING         <ul> <li>051 Roofing</li> <li>061 Partitions</li> </ul> </li> </ul>	\$1,600	\$12,173		
041 Exterior Walls 042 Exterior Doors/Windows 05 ROOFING 051 Roofing 06 INTERIOR CONSTRUCTION 061 Partitions	\$1,600	1 / -		\$30.43
05 ROOFING 051 Roofing 06 INTERIOR CONSTRUCTION 061 Partitions	\$1,600		\$26.43	
05 ROOFING 051 Roofing 06 INTERIOR CONSTRUCTION 061 Partitions			\$4.00	
051 Roofing <b>06 INTERIOR CONSTRUCTION</b> 061 Partitions	62 227	\$2,237	·	\$5.59
06 INTERIOR CONSTRUCTION 061 Partitions	\$2,237	. ,	\$5.59	
	. ,		·	
0C2 laterian Finisher				
062 Interior Finishes				
063 Specialties				
064 Interior Doors/Windows				
07 CONVEYING				
071 Elevators				
08 MECHANICAL		\$4,000		\$10.00
081 Plumbing				
082 H.V.A.C.				
083 Fire Protection	\$4,000		\$10.00	
084 Special Mechanical				
09 ELECTRICAL				
091 Standard Electrical				
092 Special Electrical				
10 EQUIPMENT		\$9 <i>,</i> 950		\$24.88
101 Fixed/Movable Equipment	\$4,193		\$10.48	
102 Furnishings	\$5,757		\$14.39	
103 Special Construction				
11 SITEWORK		\$10,959		\$27.40
111 Site Preparation	\$4,066		\$10.17	
112 Site Improvements	\$6,893		\$17.23	
113 Site Utilities				
114 Off-Site Work				
NET DIRECT BUILDING COST				

04. LIVING UNIT - SHELTER 1

Highland, CA

## ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2

OCMI JOB #: 21084.003 | 23 August 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
ELEMENT - FOUNDATIONS 011 STANDARD FOUNDATIONS Not included in Connect Home's pricing				
Foundation	7	CY	849.40	\$5,946
TOTAL - 011 STANDARD FOUNDATIONS				\$5,946
ELEMENT - SUPERSTRUCTURE 031 FLOOR AND ROOF CONSTRUCTION				
Connect Homes' budgetary pricing, 400 SF unit Not included in Connect Home's pricing	1	LS	134,000.00	\$134,000
Delivery and installation Gabled roof structure	1 440	LS SF	15,249.00 25.42	\$15,249 \$11,183
TOTAL - 031 FLOOR AND ROOF CONSTRUCTION				\$160,432
ELEMENT - EXTERIOR CLOSURE 041 EXTERIOR WALLS Included in Connect Home's pricing, see Element 031 Wood framed with steel reinforcement				
Not included in Connect Home's pricing Plaster in lieu of siding	832	SF	12.71	\$10,573
TOTAL - 041 EXTERIOR WALLS				\$10,573
ELEMENT - EXTERIOR CLOSURE 042 EXTERIOR DOORS/WINDOWS Included in Connect Home's pricing, see Element 031 Not included in Connect Home's pricing				
Mechanical room door	1	PR	1,600.00	\$1,600
TOTAL - 042 EXTERIOR DOORS/WINDOWS				\$1,600
ELEMENT - ROOFING 051 ROOFING Included in Connect Home's pricing, see Element 031				
Not included in Connect Home's pricing Asphalt shingle on gabled roof in lieu of membrane roof	440	SF	5.08	\$2,237
TOTAL - 051 ROOFING				\$2,237

ELEMENT - INTERIOR CONSTRUCTION 061 PARTITIONS

Prepared by: OCMI

04. LIVING UNIT - SHELTER 1

OCMI JOB #: 21084.003 | 23 August 2022

Highland, CA

### **ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2**

DESCRIPTION QUANTITY UNIT UNIT RATE ESTIMATED COST

Included in Connect Home's pricing, see Element 031

**TOTAL - 061 PARTITIONS** 

#### **ELEMENT - INTERIOR CONSTRUCTION 062 INTERIOR FINISHES**

Included in Connect Home's pricing, see Element 031

TOTAL - 062 INTERIOR FINISHES

#### **ELEMENT - INTERIOR CONSTRUCTION 064 INTERIOR DOORS/WINDOWS**

Included in Connect Home's pricing, see Element 031

#### **TOTAL - 064 INTERIOR DOORS/WINDOWS**

#### **ELEMENT - MECHANICAL**

#### **081 PLUMBING**

Included in Connect Home's pricing, see Element 031

**TOTAL - 081 PLUMBING** 

#### **ELEMENT - MECHANICAL**

#### 082 H.V.A.C.

Included in Connect Home's pricing, see Element 031

TOTAL - 082 H.V.A.C.

#### **ELEMENT - MECHANICAL 083 FIRE PROTECTION**

Not included in Connect Home's pricing Assume not needed If needed add	1	NOTE LS	4,000.00	\$4,000
TOTAL - 083 FIRE PROTECTION				\$4,000

083 FIRE PROTECTION

## **ELEMENT - ELECTRICAL**

#### **091 STANDARD ELECTRICAL**

Included in Connect Home's pricing, see Element 031

04. LIVING UNIT - SHELTER 1

Highland, CA

ROUGH ORDER OF MAGNITUDE COST ESTIMATE	• R2	OCI	VI JOB #: 21084.00	03   23 August 2022
DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
TOTAL - 091 STANDARD ELECTRICAL				
ELEMENT - ELECTRICAL 092 SPECIAL ELECTRICAL				
Included in Connect Home's pricing, see Element 031				
TOTAL - 092 SPECIAL ELECTRICAL				
ELEMENT - EQUIPMENT				
101 FIXED/MOVABLE EQUIPMENT Not included in Connect Home's pricing				
Residential appliances				
Stove	1	EA	1,906.13	\$1,906
Microwave Owen Refrigerator	1	EA EA	381.23 1,906.13	\$381 \$1,906
	Ţ	LA	1,900.13	\$1,900
TOTAL - 101 FIXED/MOVABLE EQUIPMENT				\$4,193
ELEMENT - EQUIPMENT				
102 FURNISHINGS		NOTE		
Included in Connect Home's pricing, see Element 031 Casework		NOTE		
Kitchen cabinet with countertop				
Not included in Connect Home's pricing				
Couch	1	EA	1,906.13	\$1,906
Bed Table	1	EA EA	1,524.90 762.45	\$1,525 \$762
Chair	1	EA	101.66	\$102
Closet pole, shelf and curtain	1	EA	444.76	\$445
Artwork	400	SF	2.54	\$1,017
TOTAL - 102 FURNISHINGS				\$5,757
ELEMENT - SITEWORK				
111 SITE PREPARATION Develop crawl space	400	SF	10.17	\$4,066
			10.17	<i>\</i>
TOTAL - 111 SITE PREPARATION				\$4,066
ELEMENT - SITEWORK				
112 SITE IMPROVEMENTS				
Not included in Connect Home's pricing				
Handicap ramp and deck	145	SF	31.77	\$4,606
Prepared by: OCMI				Sheet 25 of 26

04. LIVING UNIT - SHELTER 1

Highland, CA

## **ROUGH ORDER OF MAGNITUDE COST ESTIMATE - R2**

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Сапору	60	SF	38.12	\$2,287
TOTAL - 112 SITE IMPROVEMENTS				\$6,893

### DEVELOPER'S QUALIFICATION AND EXPERIENCE

### LaBarge Industries

LaBarge Industries will serve as the developer and Quality Management Group (Quality) will provide onsite residential coordination and property management for the second phase of the Pacific Village Permanent Supportive Housing Project.

LaBarge Industries has served as an industry catalyst in changing the way Affordable Housing is developed and managed in California. With a focus on revitalizing and restoring surrounding neighborhoods and communities, LaBarge Industries specializes in bringing high-quality affordable housing to underrepresented communities and distressed neighborhoods.

Established over four decades ago, LaBarge Industries has since created more than 3,000 high-quality low-income, multi-family and senior housing units in California, as well as acquired and rehabilitated more than 1,500 multi-family units and new single-family homes. LaBarge Industries has also partnered with veterans' service organizations to provide housing for formerly homeless veterans. It is no small statement to say that these revitalization efforts have changed lives and communities. Project partners in these efforts include Related California, Jamboree Housing Corporation, AOF/Pacific Affordable Housing Corporation, SNC, Family Services Association, and National CORE. The positive relationships created through these revitalization efforts allow LaBarge Industries to successfully navigate through the various stages of development all the way through lease-up.

LaBarge Industries also has a demonstrated history of success with respect to partnerships with the County of San Bernardino that will continue to support the success of the next phase of the Pacific Village Permanent Supportive Housing Project. A recent such example is the Bloomington Grove and Lillian Court Affordable Housing Project. This community was the first multi-use development of its kind in the Inland Empire. A unique public-private partnership with Related California, LaBarge Industries, and the County of San Bernardino, this project incorporates the Bloomington Public Library, 190 affordable senior and family housing units, 11 supportive housing units for individuals referred by the County of San Bernardino Department of Behavioral Health, two family community centers and other amenities including a pool, barbeque area, and open space.

As the Developer of the initial phase and opening of the Pacific Village Permanent Supportive Housing Project, LaBarge Industries is uniquely qualified to develop and construct the next phase of the project. Our familiarity with the site, resident needs, services provided, and having a successful history of partnership with the County of San Bernardino will ensure future success with the second phase of the project.

## **Quality Management Group**

Quality Management Group (Quality) offers a full spectrum of property management services tailored to meet the needs of residential communities and single-family homes in both affordable and conventional markets. Quality's extensive background providing property management services for affordable and permanent supportive housing communities will continue to serve the residents of Pacific Village well as they have since the project was first initiated. Quality's partnership with the County on the development and implementation of the housing plan have resulted in the provision of high-quality services that effectively and efficiently meet the needs of Pacific Village residents.

The importance of maintaining regulatory compliance with all requirements is a critical element of Quality's property management approach to ensure the current and future viability of the project and access to funding. In addition, Quality has successfully navigating complex development processes including multi-layered financing, land entitlement, acquisition and rehabilitation, lease-ups, and new construction. Quality Management Group's staff has expertise managing a variety of funding sources including California Tax Credit Allocation Committee (CTCAC), Project Based Section 8 Vouchers, Neighborhood Stabilization Program, Community Development Block Grants, HOME, and Redevelopment set-aside funding. As regulations are updated, staff receives ongoing training to ensure properties under their care receive outstanding inspection and audit reviews. Quality's staff is also regularly trained and employ best practices related to supporting residents who have experienced homelessness and those requiring support and rehabilitation along the path to self-sufficiency.

#### **Relevant Experience**

Since 2014, LaBarge Industries and Quality Management Group have served in a variety of roles for permanent supportive housing projects including as lead developer, property manager, and service provider partner since 2014. Specifically, in San Bernardino County, we have partnered with U.S. Vets to provide wrap-around services for homeless veterans in the City of Loma Linda using US Department of Housing and Urban Development – Veterans Affairs Supporting Housing (HUD-VASH) housing vouchers along with other grants. Through access to case management, job assistance, therapeutic support, rental assistance, and sobriety support, this partnership has helped veterans gain residential stability, increase skills and income, and achieve a greater level of self-sufficiency.

We have also partnered with Helping Hearts California, LLC to provide community-based treatment for individuals experiencing homelessness and suffering from serious mental illness. By providing psychiatric care in a normal home environment, this partnership helps those who were previously unable to care for themselves in an independent living situation gain the skills and financial support needed to move on the path toward self-sufficiency.

Together, LaBarge Industries and Quality Management Group have owned, development and/or property managed the following projects, serving the targeted population since 2014.

Pacific Village – 2626 Pacific Avenue, San Bernardino, CA Hulen Place Community Shelter – 2840 Hulen Place, Riverside, CA Loma Linda Terrace – 25675 Prospect Avenue, Loma Linda, CA Helping Hearts Visconti – 2421 Visconti Drive, Colton, CA Helping Hearts Kern – 1288 Kern Street, San Bernardino, CA Helping Hearts Euclid – 347 Euclid Avenue, Ontario, CA Helping Hearts Blackwood – 14516 Blackwood Blvd, Fontana, CA Helping Hearts Bonanza – 13132 Bonanza Street, Victorville, CA Helping Hearts Aurora – 11523 Aurora Street, Victorville, CA University Gardens and Normandy Apartments Partnership – 3681 Cranford Avenue, Riverside, CA Bloomington Grove/Lillian Court – 18028 Valley Boulevard, Bloomington, CA

#### **DEVELOPMENT TEAM**

#### Joshua LaBarge, President/CEO/Founder, LaBarge Industries

For over 35 years, Joshua LaBarge has been a catalyst in the housing community, offering a new vision for affordable housing in California. Both independently and in partnership with investors and business partners, he has been responsible for the development of over 3,000 low-income, multi-family and senior housing communities in California. Mr. LaBarge has also acquired and rehabilitated more than 1,500 multi-family units and developed new single-family homes to help revitalize distressed neighborhoods. His award-winning projects have transformed communities and the lives of the residents they serve. Mr. LaBarge is a licensed Real Estate Broker and General Contractor. He also holds certifications in residential and commercial property management and is affiliated with the Building Industry Association, California Realtors Association, California Apartment Association, American Institute of Architects, and the League of California Cities.

#### Stan Smith, Consultant

Stan Smith served as Vice President of Related California for the past 20 years, with a primary focus on directing award winning affordable developments throughout the Inland Empire as well as large statewide projects located in San Diego County and throughout Northern California. Before joining Related in 2000, Stan served as a Senior Project Manager for the Olson Company, a leading homebuilder throughout the Southern California area. Prior to that, Stan served as Senior Vice President for SSG Construction for 18 years where he directed the development and construction of single and multi-family homes throughout Los Angeles, San Bernardino, and San Diego counties.

#### Tim Johnson, Chief Operating Officer, Quality Management Group

Mr. Johnson brings two decades of experience in property management, housing development, and building relationships with key stakeholders in the region. As COO of Quality Management Group, Tim is responsible for the development and implementation of strategies and tactics that help Quality achieve its financial and performance goals and objectives in the affordable housing industry. Through strict adherence to established budgets, the preparation of solid business plans, and by creating the internal processes and procedures needed to deliver on the exceptional service commitments of the company's founder, Mr. Johnson has helped fuel growth of over 87% in the last year. Before coming to Quality Management Group, Tim was the Executive Director for the California Apartment Association – Greater Inland Empire (CAA-GIE) as well as a Deputy Chief of Staff and Acting Chief of Staff for a Member of the San Bernardino County Board of Supervisors. His longstanding relationships in the region help Quality build and maintain the relationships with the investors, stakeholders, elected officials, and regulators that they need to be successful. He represents the company with the League of California Cities and also serves on a number of boards and commission, including the San Bernardino County Housing Authority.

#### **CONSTRUCTION TEAM**

#### Richard W. Scott, Project Manager

Mr. Scott is a native Southern Californian, with over 45 years of experience in real estate development

and construction management in California and Nevada. He has been a licensed General Contractor since 1982 and has constructed over 3,000 single family and multi-family residential units and hundreds of thousands of square feet of commercial and industrial space in that time. He has served as a regional president of the Building Industry Association and currently serves as president of the architectural committee that regulates residential construction in the 4,886 acres surrounding Lake Arrowhead. He has also served as a designated industry expert in Los Angeles County and San Bernardino County Superior Courts.

							(1) Lead	Target	Year
Property	Address	City	State	Туре	Market Sector	# of Units	Developer	Population	Developed
Hillcrest Apartments	8015 Citrus Ave	Fontana	CA	Rehabilition		53	Yes	No	2001
Sunswept Apartments	12631 Sunswept	Garden Grove	CA	Rehabilition		16	Yes	No	2001
Valencia Woods Apartments	16311 Valenica	Fontana	CA	Rehabilition		60	Yes	No	2003
Ceres Court Apartments	16284 Ceres Ave	Fontana	CA	Rehabilition & New Const	truction	43	Yes	No	2008
Ceres Way Apartments	16424 Ceres Ave	Fontana	CA	New Construction		68	Yes	No	2012
Park Place Apartments	310 W Jackson St	Rialto	CA	Rehabilition		31	Yes	No	2012
Park Place II Apartments	310 W Jackson St	Rialto	CA	Rehabilition		16	Yes	No	2012
Laurel Woods Apartments	8347 Laurel Avenue	Fontana	CA	Rehabilition & New Const	truction	68	Yes	No	2006
Fontana Senior I	17015 San Bernardino	Fontana	CA	New Construction		103	Yes	No	2005
Fontana Senior II	17015 San Bernardino	Fontana	CA	New Construction		101	Yes	No	2007
Fontana Senior III	17015 San Bernardino	Fontana	CA	New Construction		102	Yes	No	2008
Fontana Senior IV	17015 San Bernardino	Fontana	CA	New Construction		100	Yes	No	2010
Rosena Fountains	9451 Olive Street	Fontana	CA	New Construction		75	Yes	No	2016
Paseo Verde	10050 Juniper	Fontana	CA	New Construction		50	Yes	No	2010
Paseo Verde	10050 Juniper	Fontana	CA	New Construction		50	Yes	No	2011
Paseo Verde	10050 Juniper	Fontana	CA	New Construction		50	Yes	No	2013
Bloomington I	18028 Valley Blvd	Bloomington	CA	New Construction		103	Yes	Yes	2017
Bloomington	18028 Valley Blvd	Bloomington	CA	New Construction		100	Yes	Yes	2018
Bloomington	18028 Valley Blvd	Bloomington	CA	New Construction		100	Yes	Yes	2019
Ontario Emporia	304 West Emporia	Ontario	CA	New Construction		75	Yes	Yes	2020
Ontario Emporia II	304 West Emporia	Ontario	CA	New Construction		60	Yes	Yes	2021
Metrolink South	10010 Bonnie Ave	Rialto	CA	New Construction		55	Yes	Yes	2022
Prospect Apartments	25675 Prospect	Loma Linda	CA	Rehabilitation		25	Yes	Yes	2015
Helping Hearts Visconti	2421 Visconti	Colton	CA	Rehabilitation		10	Yes	Yes	2015
Helping Hearts Kern	1288 Kern	San Bernardino	CA	Rehabilitation		10	Yes	Yes	2015
Helping Hearts Euclid	747 N Euclid	Ontario	CA	Rehabilitation		10	Yes	Yes	2015
Helping Hearts Blackwood	14516 Blackwood	Fontana	CA	Rehabilitation		6	Yes	Yes	2015
Helping Hearts Bonanza	13132 Bonanza	Victorville	CA	Rehabilitation		10	Yes	Yes	2015
Helping Hearts Aurora	11523 Aurora	Victorville	CA	Rehabilitation		6	Yes	Yes	2015
Pacific Village	2626 Pacific	Highland	CA	Rehabilitation	1	28	Yes	Yes	2021
Courtplace Apartments	NW Sierra & Jurupa	Fontana	CA	New Construction	1	90	Yes	No	2022
-		•	1		Total	1,674		-	

## **Contracts With Development Teams**



May 7, 2021

Ms. Erica Watkins Housing Solutions Manager County of San Bernardino Department of Community Development and Housing 385 N. Arrowhead Avenue, 3<sup>rd</sup> Floor San Bernardino, CA 92415

# RE: Response to the County of San Bernardino's Amended Request for Interest for Affordable Housing and Permanent Supportive Housing Developments

Dear Ms. Watkins,

LaBarge Industries is pleased to submit this response to the **County of San Bernardino's Amended Request for Interest for Affordable Housing and Permanent Supportive Housing Developments for Type 3 – Pacific Village Housing Qualified Developers**. Having had the privilege to work with the County of San Bernardino on the initial phase and opening of the Pacific Village Permanent Supportive Housing Project, we appreciate the opportunity to continue and expand this relationship to further develop and complete this important project.

Our team is well-suited to perform the activities noted in the Request for Interest. In particular, we understand the future needs of the project, the residents, and the priorities of the County of San Bernardino as this innovative housing project advances to the next phase. As the developers and property managers for the first phase of the project, our expertise and collective experience is unmatched. We look forward to the opportunity to continue to elevate this project as a best practice for permanent supportive housing in California.

I am legally authorized to represent the team in any agreement negotiations and execution, my contact information is included below.

Joshua LaBarge, LaBarge Industries 3105 E. Guasti Road, Suite 100 Ontario, CA 91761 (909) 931-9763 josh@qmgonline.com

We appreciate your consideration of our proposal and look forward to further discussions regarding this project.

Sincerely

Joshua LaBarge President/CEO, LaBarge Industries

### SECTION 1: EXPRESSION OF INTEREST

### **1.1 PROJECT SUMMARY**

The Pacific Village Permanent Supportive Housing Project is an existing 6.5-acre campus located at 2626 Pacific Street in the City of San Bernardino currently offering 28 housing units in a supportive community environment for individuals experiencing homelessness or are at-risk of homelessness. The current project provides residents with onsite services and connections to job opportunities, nutrition, healthcare services, and other activities that encourage community engagement, personal growth, and individual health.

Acquired by the County of San Bernardino in December 2020, the County of San Bernardino, LaBarge Industries, and Quality Management Group partnered together to open 28 units of housing and achieved full occupancy within 90 days of property acquisition. This monumental effort included securing Project HomeKey grant funding, site improvements, acquisition of travel trailers, renovation of existing residential, dining and office space, and the screening and housing of residents. With three acres of developable land, there is a tremendous opportunity to enhance the permanency of existing housing units and the potential to further expand the project to additional residents.

Building on the aforementioned success of the initial project, LaBarge Industries proposes to provide an innovative housing solution through the construction of 20 modified container unit homes on the property. These new units will allow the County to provide a more permanent housing structure for existing or new Pacific Village residents in a cost-effective manner. While a more permanent structure could cost up to \$450,000 per unit, the proposed container homes are able to be constructed and ready for occupancy at less than half of that cost.

Understanding the ultimate vision for the site is to establish a permanent supportive housing village to support residents in their path to self-sufficiency, this second phase will further create a sense of community, permanency, and improved quality of life for the targeted population. By linking these residents to supportive services including employment opportunities, case management, life skills education, substance abuse and sobriety support, and mental health services, Pacific Village residents will be able to acquire skills needed to achieve independent living and self-sufficiency in a safe and stable environment.

### **1.2 PROGRAM OBJECTIVE**

The proposed expansion to Pacific Village advances the San Bernardino County Community Development and Housing Department's objective to expand the County's affordable housing pipeline and to develop the needed permanent supportive housing for individuals in the County experiencing chronic homelessness or those at risk of homelessness.

Recognizing the desire to provide services to as many individuals as possible within existing funding limitations, this project utilizes innovative and cost-effective housing concepts including the use of shared amenities and container units modified for use as housing.

### **1.3 PROPOSER'S QUALIFICATION AND EXPERIENCE**

### LaBarge Industries

LaBarge Industries will serve as the developer and Quality Management Group (Quality) will provide onsite residential coordination and property management for the second phase of the Pacific Village Permanent Supportive Housing Project.

LaBarge Industries has served as an industry catalyst in changing the way Affordable Housing is developed and managed in California. With a focus on revitalizing and restoring surrounding neighborhoods and communities, LaBarge Industries specializes in bringing high-quality affordable housing to underrepresented communities and distressed neighborhoods.

Established over four decades ago, LaBarge Industries has since created more than 3,000 high-quality low-income, multi-family and senior housing units in California, as well as acquired and rehabilitated more than 1,500 multi-family units and new single-family homes. LaBarge Industries has also partnered with veterans' service organizations to provide housing for formerly homeless veterans. It is no small statement to say that these revitalization efforts have changed lives and communities. Project partners in these efforts include Related California, Jamboree Housing Corporation, AOF/Pacific Affordable Housing Corporation, SNC, Family Services Association, and National CORE. The positive relationships created through these revitalization efforts allow LaBarge Industries to successfully navigate through the various stages of development all the way through lease-up.

LaBarge Industries also has a demonstrated history of success with respect to partnerships with the County of San Bernardino that will continue to support the success of the next phase of the Pacific Village Permanent Supportive Housing Project. A recent such example is the Bloomington Grove and Lillian Court Affordable Housing Project. This community was the first multi-use development of its kind in the Inland Empire. A unique public-private partnership with Related California, LaBarge Industries, and the County of San Bernardino, this project incorporates the Bloomington Public Library, 190 affordable senior and family housing units, 11 supportive housing units for individuals referred by the County of San Bernardino Department of Behavioral Health, two family community centers and other amenities including a pool, barbeque area, and open space.

As the Developer of the initial phase and opening of the Pacific Village Permanent Supportive Housing Project, LaBarge Industries is uniquely qualified to develop and construct the next phase of the project. Our familiarity with the site, resident needs, services provided, and having a successful history of partnership with the County of San Bernardino will ensure future success with the second phase of the project.

### **Quality Management Group**

Quality Management Group (Quality) offers a full spectrum of property management services tailored to meet the needs of residential communities and single-family homes in both affordable and conventional markets. Quality's extensive background providing property management services for affordable and permanent supportive housing communities will continue to serve the residents of Pacific Village well as they have since the project was first initiated. Quality's partnership with the County on the development and implementation of the housing plan have resulted in the provision of high-quality services that effectively and efficiently meet the needs of Pacific Village residents.

The importance of maintaining regulatory compliance with all requirements is a critical element of Quality's property management approach to ensure the current and future viability of the project and access to funding. In addition, Quality has successfully navigating complex development processes including multi-layered financing, land entitlement, acquisition and rehabilitation, lease-ups, and new construction. Quality Management Group's staff has expertise managing a variety of funding sources including California Tax Credit Allocation Committee (CTCAC), Project Based Section 8 Vouchers, Neighborhood Stabilization Program, Community Development Block Grants, HOME, and Redevelopment set-aside funding. As regulations are updated, staff receives ongoing training to ensure properties under their care receive outstanding inspection and audit reviews. Quality's staff is also regularly trained and employ best practices related to supporting residents who have experienced homelessness and those requiring support and rehabilitation along the path to self-sufficiency.

### **Relevant Experience**

Since 2014, LaBarge Industries and Quality Management Group have served in a variety of roles for permanent supportive housing projects including as lead developer, property manager, and service provider partner since 2014. Specifically, in San Bernardino County, we have partnered with U.S. Vets to provide wrap-around services for homeless veterans in the City of Loma Linda using US Department of Housing and Urban Development – Veterans Affairs Supporting Housing (HUD-VASH) housing vouchers along with other grants. Through access to case management, job assistance, therapeutic support, rental assistance, and sobriety support, this partnership has helped veterans gain residential stability, increase skills and income, and achieve a greater level of self-sufficiency.

We have also partnered with Helping Hearts California, LLC to provide community-based treatment for individuals experiencing homelessness and suffering from serious mental illness. By providing psychiatric care in a normal home environment, this partnership helps those who were previously unable to care for themselves in an independent living situation gain the skills and financial support needed to move on the path toward self-sufficiency.

Together, LaBarge Industries and Quality Management Group have owned, development and/or property managed the following projects, serving the targeted population since 2014.

Pacific Village – 2626 Pacific Avenue, San Bernardino, CA Hulen Place Community Shelter – 2840 Hulen Place, Riverside, CA Loma Linda Terrace – 25675 Prospect Avenue, Loma Linda, CA Helping Hearts Visconti – 2421 Visconti Drive, Colton, CA Helping Hearts Kern – 1288 Kern Street, San Bernardino, CA Helping Hearts Euclid – 347 Euclid Avenue, Ontario, CA Helping Hearts Blackwood – 14516 Blackwood Blvd, Fontana, CA Helping Hearts Bonanza – 13132 Bonanza Street, Victorville, CA Helping Hearts Aurora – 11523 Aurora Street, Victorville, CA University Gardens and Normandy Apartments Partnership – 3681 Cranford Avenue, Riverside, CA Bloomington Grove/Lillian Court – 18028 Valley Boulevard, Bloomington, CA

In addition, LaBarge Industries owns 433 units that service the target population in five additional housing communities.

### SECTION 2: COUNTY PARTNERSHIP

LaBarge Industries proposes to continue building on the success of the partnership with the County of San Bernardino to provide wrap-around services for Pacific Village residents in Phase I of the Pacific Village Permanent Supportive Housing Project by carrying forward that partnership to Phase II of the project.

This effective partnership has helped residents move toward self-sufficiency by providing supportive services including case management, access to behavioral and physical health resources, legal support, assistance with obtaining benefits, recreational and social programs, substance abuse/sobriety resources, rental assistance, job opportunities, and more.

### SECTION 3: PROJECT CONCEPT

### **3.1 TARGET POPULATION & AFFORDABILITY TARGET**

The Target Population for the project are those identified in Health and Safety Code Section 50675.1.1(a) as individuals and families who are experiencing homelessness or who are at risk of homelessness defined in Section 578.3 of Title 24 of the Code of Federal Regulations and those who are impacted by the COVID-19 pandemic. Documentation of a person's status as experiencing chronic homelessness will be captured by a person's entries and exits in a Homeless Management Information System, an outreach worker or Case Manager's written observations, or self-reports of homelessness or disability status.

The Affordability Target for the project is extremely low-income individuals falling between zero and 30% of Area Median Income (AMI).

### **3.2 PROJECT DESCRIPTION**

After acquiring the 6.5-acre property from the Salvation Army in December 2020, the Pacific Village Permanent Supportive Housing Project first welcomed residents in 2021. In order to meet the established timelines to welcome residents within 90 days of property acquisition, 20 travel trailers were repurposed as temporary housing units for residents. While these travel trailers are high-quality housing options, they are not designed to serve long-term resident needs. As the Pacific Village project advances and grows, an innovative, long-term permanent housing solution is needed for residents.

LaBarge Industries is proposing to use a modified "freight container" style design for new housing units at Pacific Village. This innovative housing typology is available at less than half of the cost of traditionally constructed brick-and-mortar units. Standard pricing for brick-and-mortar construction can run up to \$450,000 per door. These modified container units are priced at approximately \$202,000. This cost savings will allow limited financial resources to be directed towards housing up to twice as many individuals as compared to traditional construction.

A sample site plan is included as **Attachment 1.** 

### **3.3 INNOVATIVE HOUSING TYPOLOGY**

As described above, LaBarge Industries has identified several cost-saving alternatives of providing permanent, high-quality housing at Pacific Village without the need for brick-and-mortar construction.

Specifically, we have identified two potential providers for these modified container unit homes. Both Connect Homes and Back Porch construct these units offsite and deliver them to the site for final installation. Two sample floor plans for these units are included below.

### **Connect Homes – Proposed Floor Plan**

Back Porch – The Companion Floor Plan





These units will provide over 300 square feet of living space that is sustainable as a permanent housing unit at a lower cost than traditional construction.

### **3.4 PROJECT ESTIMATE & FINANCING STRATEGY**

### 3.4.1 Proforma

A Proforma for the construction of the container units through Connect Homes is included as **Attachment 2**. This Proforma is preliminary and subject to change. The final cost for the project will be determined based on the final site plan, modular configuration, and any other items included in the final design criteria and project scope.

### 3.4.2 Funding Sources

LaBarge Industries anticipates pursuing grant funding for this project in partnership with the County of San Bernardino. Similar to the Project HomeKey Grant secured for Phase I of the Pacific Village Permanent Supportive Housing Project, LaBarge Industries will continue to review grant funding opportunities including No Place Like Home and other potential funding opportunities not yet released.

No Place Like Home funds are specifically designated for the acquisition, design, construction, rehabilitation, or preservation of permanent supportive housing for persons who are experiencing homelessness, chronic homelessness, or who are risk of chronic homelessness, and who are in need of mental health services.

### 3.4.3 Estimated County Contribution

The goal of this project is to reduce initial and ongoing costs for the County of San Bernardino for the Pacific Village Permanent Supportive Housing Project. LaBarge Industries proposes to pursue grant

funding for construction of the permanent housing units to reduce or eliminate project construction costs. In addition, by establishing long-term permanent housing units onsite, the Pacific Village Project will have lower overall maintenance and replacement costs as compared to maintaining residents in travel trailers over a long period of time. Lastly, cost-effective and innovative permanent housing units onsite will allow the County of San Bernardino to further realize efficiencies in providing services to a larger population at the same site as the development continues to grow.

### **SECTION 4: QUALIFIED DEVELOPERS**

### **4.1 DEVELOPMENT TEAM**

### Joshua LaBarge, President/CEO/Founder, LaBarge Industries

For over 35 years, Joshua LaBarge has been a catalyst in the housing community, offering a new vision for affordable housing in California. Both independently and in partnership with investors and business partners, he has been responsible for the development of over 3,000 low-income, multi-family and senior housing communities in California. Mr. LaBarge has also acquired and rehabilitated more than 1,500 multi-family units and developed new single-family homes to help revitalize distressed neighborhoods. His award-winning projects have transformed communities and the lives of the residents they serve. Mr. LaBarge is a licensed Real Estate Broker and General Contractor. He also holds certifications in residential and commercial property management and is affiliated with the Building Industry Association, California Realtors Association, California Apartment Association, American Institute of Architects, and the League of California Cities.

### Stan Smith, Consultant

Stan Smith served as Vice President of Related California for the past 20 years, with a primary focus on directing award winning affordable developments throughout the Inland Empire as well as large statewide projects located in San Diego County and throughout Northern California. Before joining Related in 2000, Stan served as a Senior Project Manager for the Olson Company, a leading homebuilder throughout the Southern California area. Prior to that, Stan served as Senior Vice President for SSG Construction for 18 years where he directed the development and construction of single and multifamily homes throughout Los Angeles, San Bernardino, and San Diego counties.

### Kristy Willett, Controller, LaBarge Industries/Quality Management Group

Ms. Willett has over twenty years of experience in the financial management of affordable and market rate multi-housing units in California with National Community Renaissance and Allmark before coming to Quality Management Group. As Controller, she drives initiatives to improve efficiency while ensuring high quality service and results. Her demonstrated history of improving client bottom lines through streamlining and automation of internal and external accounting and financial practices ensure that project funds are maximized and appropriately monitored to ensure financial targets and agreements are met.

### 4.2 CONSTRUCTION TEAM

### Richard W. Scott, Project Manager

Mr. Scott is a native Southern Californian, with over 45 years of experience in real estate development and construction management in California and Nevada. He has been a licensed General Contractor

since 1982 and has constructed over 3,000 single family and multi-family residential units and hundreds of thousands of square feet of commercial and industrial space in that time. He has served as a regional president of the Building Industry Association and currently serves as president of the architectural committee that regulates residential construction in the 4,886 acres surrounding Lake Arrowhead. He has also served as a designated industry expert in Los Angeles County and San Bernardino County Superior Courts.

Additionally, *Joshua LaBarge, President/CEO/Founder, LaBarge Industries* and *Stan Smith, Consultant* will serve on the Construction Team. Their bios and experience are noted above in Section 4.1.

### 4.3 PROPERTY MANAGEMENT TEAM

### Tim Johnson, Chief Operating Officer, Quality Management Group

Mr. Johnson brings two decades of experience in property management, housing development, and building relationships with key stakeholders in the region. As COO of Quality Management Group, Tim is responsible for the development and implementation of strategies and tactics that help Quality achieve its financial and performance goals and objectives in the affordable housing industry. Through strict adherence to established budgets, the preparation of solid business plans, and by creating the internal processes and procedures needed to deliver on the exceptional service commitments of the company's founder, Mr. Johnson has helped fuel growth of over 87% in the last year. Before coming to Quality Management Group, Tim was the Executive Director for the California Apartment Association – Greater Inland Empire (CAA-GIE) as well as a Deputy Chief of Staff and Acting Chief of Staff for a Member of the San Bernardino County Board of Supervisors. His longstanding relationships in the region help Quality build and maintain the relationships with the investors, stakeholders, elected officials, and regulators that they need to be successful. He represents the company with the League of California Cities and also serves on a number of boards and commission, including the San Bernardino County Housing Authority.

### Laura Ontiveros, Director of Operations, Quality Management Group

Ms. Ontiveros oversees Quality's residential portfolio to ensure that all properties meet or surpass industry standards. She is responsible for the financial, regulatory, and physical management of properties including reviewing and making recommendations for improvement on property management plans, managing the resident selection process, addressing resident concerns, and advising on the capital, budget, and marketing needs for each property. Ms. Ontiveros is also responsible for reviewing plans for new developments and overall project feasibility. With over 20 years of property management experience across California, her experience with both conventional and affordable portfolios gives her a complete understanding of the diverse property management needs in the Quality portfolio.

### 4.4 ASSET MANAGEMENT TEAM

Quality Management Group will also serve as the Asset Management Team for the Pacific Village Permanent Supportive Housing Project and oversee the maintenance and long-term capital needs of the site. Their respective bios and experience are included in Section 4.3.

### 4.5 CAPABILITIES AND EXPERIENCE

### 4.5.1 Experience securing state housing resources

Founded over four decades ago for the purpose of developing and improving the quality of Affordable Housing Projects in California, LaBarge Industries is uniquely qualified to secure state resources for these projects. Most recently, LaBarge Industries partnered with the County of San Bernardino to secure Project HomeKey funding for the first phase of the Pacific Village Permanent Supportive Housing Project. In addition, LaBarge Industries has developed thousands of housing units that include various state and federal funding resources including California Tax Credit Allocation Committee (CTCAC), Project Based Section 8 Vouchers, Neighborhood Stabilization Program, Community Development Block Grants, Mental Health Services Act (MSHA) funds, HOME, and Redevelopment set-aside funding.

### 4.5.2 Positive Relationships with the Public Sector

LaBarge Industries record of success in revitalizing distressed neighborhoods through investments in affordable and conventional housing projects has led to long-standing partnerships and well-established relationships with communities across California. Specializing in the Inland Empire, LaBarge Industries is also a strong partner in projects that impact the very communities we serve and call home. With a strong foundation of public-private partnerships for delivering high quality affordable, conventional, and permanent supportive housing projects, local agencies know that LaBarge Industries can be trusted with even the most complex projects.

### 4.5.3 Financial Wherewithal

LaBarge Industries has a proven track record of working with our investors and financial partners to secure high-quality funding for even the most challenging affordable housing projects. Through partnerships with Fannie Mae, Freddie Mac, Wells Fargo, JP Morgan Chase, Bank of America, Union Bank, US Bank and others, LaBarge Industries has been able to access the needed financial capital to advance housing projects and revitalize communities across California.

### 4.6 AFFORDABLE HOUSING PORTFOLIO AND CONDITION OF ASSETS

The Affordable and Permanent Supportive Housing Portfolios of LaBarge Industries and Quality Management Group are included as **Attachment 3**. These projects are funded by a combination of sources including California Tax Credit Allocation Committee (CTCAC), Project Based Section 8 Vouchers, Neighborhood Stabilization Program, Community Development Block Grants, Mental Health Services Act (MSHA) funds, HOME, and Redevelopment set-aside funding.

### Condition of Existing Assets

LaBarge Industries and Quality Management Group develop and maintain a diverse portfolio of highquality housing for all income levels. Both companies see making a lasting, positive impact to the neighborhoods and communities they serve as a core element of their businesses. Together, they have launched a new vision for Affordable Housing projects through their belief that all residents, regardless of income type, deserve the same access to services and amenities.

### SECTION 6: ENTITLEMENTS

Due to the innovative nature of the housing options identified for this project, no entitlements are anticipated.

### **SECTION 7: SCHEDULE**

The funding, design, and construction schedules are contingent upon a future decision whether to pursue grant funding for this phase of the project as well as determining the housing typology to be used. Once those determinations have been made, a more concrete schedule can be developed. In general, we anticipate that the project timeline will be shorter than what is typically seen for brick-and-mortar developments due to the nature of the housing options included in this proposal.

### **SECTION 8: COUNTY FINANCING CONDITIONS**

We accept the County's Financing Terms and Conditions outlined in the Request for Interest.

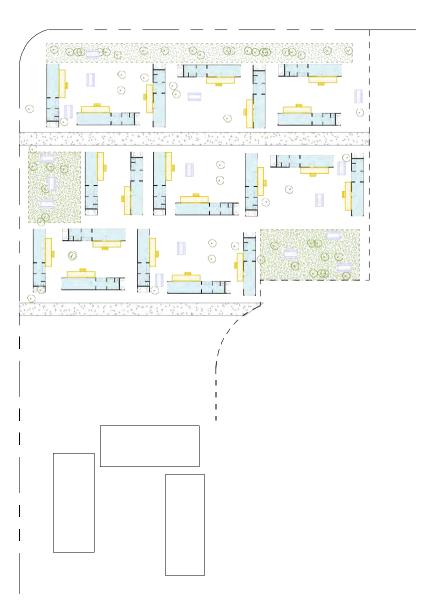
### ATTACHMENTS

- 1. Proposed Site Plan
- 2. Project Proforma
- 3. Affordable Housing Project Lists
- 4. Pacific Village Housing Qualified Developers Self-Scoring Sheet

### ATTACHMENT 1

Proposed Site Plan

20 Shelter 1's - 320 SF each All units are ADA accessible



# **2626 PACIFIC STREET**

This floor plan is shown for reference purposes only. Connect Homes reserves the right to make changes and substitutions to this standard floor plan at any time.



### ATTACHMENT 2

Project Proforma

## Pacific Village Phase II -- Development Pro Forma Summary -- Modular Construction

Land Costs:		\$	\$/Unit	\$/SF
Acquistition		-	-	-
Title & Conveyance		-	-	-
Demo Work		-	-	-
Direct Costs:				
Off-Site Improvements	KES Estimate	51,760	2,588	8
Site Improvements	KES Estimate	457,000	22,850	71
Specific Site Improvements	CH Estimate	256,000	12,800	40
Landscape & Amenities	KES Estimate	132,800	6,640	21
Building Purchase	\$85,000 per Unit	1,700,000	85,000	266
Deck Pallet	\$3,000 per Unit	60,000	3,000	9
Delivery & Installation	CH Estimate	157,167	7,858	25
FF&E	\$4,000 per Unit	80,000	4,000	13
Fire Sprinklers	\$4,000 per Unit	80,000	4,000	13
Mechanical Room Doors	per Unit	-	-	-
Total Direct Costs		2,974,727	148,736	465
Indirect Costs:				
Conceptual Site Planning		20,000	1 000	2
Utility Fees		102,500	1,000	3
Municipal Permits & Fees	KES Estimate \$25,000 per Unit	500,000	5,125	16
Taxes, Insurance, Legal & Accounting	of Direct Costs	500,000	25,000	78
Development Fee	15% of Direct Costs	-	-	- 70
•	of Direct Costs	446,210	22,310	-
Contingency	OI DIFECT COSTS			
Total Indirect Costs		1,068,710	53,435	167
Total Construction Costs		4,043,437	202,171	632

Туре	# Units	SF/Unit	SF
Studio	20	320	6,400
Totals	20		6,400
Total Reside	6,400		
Total Buildin		6,400	
Total Land A	65,000		

### CONNECT SHELTER PRELIMINARY PRICING ESTIMATE DATE: 5/4/2021

Total

### LOCATION: SAN BERNARDINO, CA

### CONFIGURATION:

Models	Size	Quantity	
SHELTER 1 (W/ KITCHEN AND BATH)	320 sf	20	20 BEDS

#### DESIGN

			Tota	al
ltem	Notes	Subtotals	\$	20,000
CONCEPTUAL SITE PLANNING	Site planning and layout for Shelter configuration on site	\$ 20,000		
SITE DEVELOPMENT DRAWINGS, EN	IGINEERING AND APPROVALS	NIC		

### PRODUCTION

Models	Unit Cost	Quantity	Subtotals	<b>Total</b> \$ 1,760,000 <1>
SHELTER 1 (W/ KITCHEN AND BATH)	\$ 85,000	20	\$ 1,700,000	
DECK PALLET	\$ 1,500	40	\$ 60,000	
RAMPS	tbd		tbd	
FIT-OUT/OPTIONAL UPGRADES				
Fire sprinklers (R2 occupancy)	\$ 4,000		\$ -	
Mechanical room doors	\$ 1,600		\$ -	

### INSTALLATION

Item	Per Unit	Quantity		Subto	tals	\$ 157,167	<2
TRUCKING	\$ 1,00	0 27		\$	26,667		-
SETTING EQUIPMENT							
Forklift set				\$	-		
Crane set	\$ 10,00	3 3	days of rental	\$	30,000		
INSTALLATION							
SHELTERS (set on blocks)	\$ 4,00	20		\$	80,000		
Decks, ramps, stairs (on blocks)	tbd			tbd			
Crew travel				\$	-		
Leveling jacks (not included) UTILITY CONNECTIONS							
Temporary setup	Not included	- local contractor to provide temp	orary power service and ground	ding			
Semi-permanent setup	Not included	l - local contractor will need to con	nect units to utility infrastructu	re			

Installation Subtotal \$ 130	Installation S
Profit 10% \$ 13	Profit
Overhead 5% \$	Overhead
μ	4

ESTIMATED PROJECT TOTAL \$ 1,937,167
--------------------------------------

PRE-DELIVERY ON	-SITE WORK		Total
	Item		\$ 256,000 <3>
	Preparation of site for the installation of Shelters is not included and shall be performed	rmed by a local contractor	
	Foundations	tbd	
	Utility hook ups	tbd	
NOTES ON PRICING			

<1> Production costs are subject to change up until the Purchase Order is signed, at which time these costs are fixed for the Project

<2> Installation costs will be included in the Purchase Order as actual costs plus a 15% fixed fee and are provided as an estimate only

<3> Every site is different and will have varying levels of preparation required for the installation of the Shelter units. This estimate

will fluctuate depending on site specific conditions and local labor rates

### ATTACHMENT 3

Affordable Housing Project Lists for LaBarge Industries and Quality Management Group

							(1) Lead	Target	Year
Property	Address	City	State	Туре	Market Sector	# of Units	Developer	Population	Developed
Hillcrest Apartments	8015 Citrus Ave	Fontana	CA	Rehabilition		53	Yes	No	2001
Sunswept Apartments	12631 Sunswept	Garden Grove	CA	Rehabilition		16	Yes	No	2001
Valencia Woods Apartments	16311 Valenica	Fontana	CA	Rehabilition		60	Yes	No	2003
Ceres Court Apartments	16284 Ceres Ave	Fontana	CA	Rehabilition & New Const	ruction	43	Yes	No	2008
Ceres Way Apartments	16424 Ceres Ave	Fontana	CA	New Construction		68	Yes	No	2012
Park Place Apartments	310 W Jackson St	Rialto	CA	Rehabilition		31	Yes	No	2012
Park Place II Apartments	310 W Jackson St	Rialto	CA	Rehabilition		16	Yes	No	2012
Laurel Woods Apartments	8347 Laurel Avenue	Fontana	CA	Rehabilition & New Const	ruction	68	Yes	No	2006
Fontana Senior I	17015 San Bernardino	Fontana	CA	New Construction		103	Yes	No	2005
Fontana Senior II	17015 San Bernardino	Fontana	CA	New Construction		101	Yes	No	2007
Fontana Senior III	17015 San Bernardino	Fontana	CA	New Construction		102	Yes	No	2008
Fontana Senior IV	17015 San Bernardino	Fontana	CA	New Construction		100	Yes	No	2010
Rosena Fountains	9451 Olive Street	Fontana	CA	New Construction		75	Yes	No	2016
Paseo Verde	10050 Juniper	Fontana	CA	New Construction		50	Yes	No	2010
Paseo Verde	10050 Juniper	Fontana	CA	New Construction		50	Yes	No	2011
Paseo Verde	10050 Juniper	Fontana	CA	New Construction		50	Yes	No	2013
Bloomington I	18028 Valley Blvd	Bloomington	CA	New Construction		103	Yes	Yes	2017
Bloomington	18028 Valley Blvd	Bloomington	CA	New Construction		100	Yes	Yes	2018
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Metrolink South	10010 Bonnie Ave	Rialto	CA	New Construction		55	Yes	Yes	2022
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Helping Hearts Visconti	2421 Visconti	Colton	CA	Rehabilitation		10	Yes	Yes	2015
Helping Hearts Kern	1288 Kern	San Bernardino	CA	Rehabilitation		10	Yes	Yes	2015
Helping Hearts Euclid	747 N Euclid	Ontario	CA	Rehabilitation		10	Yes	Yes	2015
Helping Hearts Blackwood	14516 Blackwood	Fontana	CA	Rehabilitation		6	Yes	Yes	2015
Helping Hearts Bonanza	13132 Bonanza	Victorville	CA	Rehabilitation		10	Yes	Yes	2015
Helping Hearts Aurora	11523 Aurora	Victorville	CA	Rehabilitation		6	Yes	Yes	2015
Pacific Village	2626 Pacific	Highland	CA	Rehabilitation		28	Yes	Yes	2021
Courtplace Apartments	NW Sierra & Jurupa	Fontana	CA	New Construction		90	Yes	No	2022
· ·	•				Total	1.674			

Property	City, State	Total # of Units	# of LIHTC Units	# of Market Units	# of Other Units	Tenancy (Senior / Family)	Property Type (Market, TC, RD, HUD)	Financing Source	Managed / Owned Since (Year)	Year PIS	Status (Stab. / Lease -up / Under Cons)
Ceres Court	Fontana, CA	64	Office		64	Family	HOME		2005	2005	stab
Ceres Way	Fontana, CA	60	60			Family	TC		2003	2005	stab
Park Place	Rialto, CA	31	31			Family	TC		2011	2011	stab
Hillcrest	Fontana, CA	53	51		53	Family	HOME		2011	2011	stab
Valencia Woods	Fontana, CA	60			60	Family	HOME		2001	2001	stab
Laurel Woods	Fontana, CA	68			68	Family	HOME		2005	2005	stab
Reed Street	Fontana, CA	55			55	Family	RDA		2000	2000	stab
Whitram Court	Fontana, CA	35			35	Family	RDA		2001	2001	stab
Minerva Manor	Fontana, CA	60			60	Senior	TC		2000	2000	stab
Villa Escondido	Escondido, CA	112	112		00	Senior	TC		2014	2014	stab
Mission Villas	Riverside, CA	54	112		54	Senior	HUD		2017	1998	stab
Arbor Terrace	Colton, CA	129	129			Family	HUD		2018	2013	stab
New Zion Manor	San Bernardino, CA	125	125			Family	TC		2018	2013	stab
Casa De Jerardo	Riverside, CA	123	125	120		Family	Market		2018	1988	stab
Palm Central South	Riverside, CA	120		120		Family	Market		2019	1988	stab
Richelieu	Riverside, CA	61		61		Family	Market		2019	1990	stab
Sierra Pines	Riverside, CA	120		24	96	Family	Bond		2019	2001	stab
Cameron Villas	Modesto, CA	68	68	24	90	Family	TC		2019	2001	lease-up
Arrowcrest	Fontana. CA	43	00	43		Family	Market		2019	1988	stab
Sunswept	Garden Grove, CA	43	16	45			Bond		2017	2002	stab
Franco Center	Stockton, CA	10	10		112	Family Senior	HUD		2002	2002	stab
University Gardens	Riverside. CA	88		88	112	Family	Market		2019	1980	stab
Normandy Apartments	Riverside, CA	25		25		Family	Market		2019	1980	stab
Loma Linda Apartments	Loma Linda, CA	50		50		Family	Market		2019	1982	stab
Grandvillas	,	37		30		Senior	Market		2015	2016	stab
Lois Apartments	Riverside, CA Long Beach, CA	24		57	24	Senior	Bond		2016	1990	stab
Pomona Apartments	Pomona, CA	36			36		HOME		2013	1990	stab
	,	20			20	Family	HOME		2017	1974	stab
Frazee Apartments New Zion Manor	San Bernardino, CA San Bernardino, CA	125	125		20	Family Family	HUD		2018	2016	stab
Denair Manor	Turlock, CA	70	125			,	HUD		2018	2010	
	· ·	60	60			Family	TC		2020	2021	lease-up
Sierra Avenue Dino Papavero	Fontana, CA Fontana, CA	150	60 150			Family Senior	HUD		2020	1990	lease-up stab
Tina Pacific		76	120		76		RDA		2020	1990	
	Stanton, CA Highland, CA	28			28	Family Homeless	HOMEKEY		2020	2021	stab
Pacific Village			25		28	PSH	HOMEKEY HCD, TCAC		2020	2021	lease-up
Diamond Aisle North Harbor Village	Anaheim, CA	25 95	25 95			PSH	HCD, TCAC		2021	2008	stab
Ũ	Santa Ana, CA					PSH	TCAC		2021	2022	lease-up
Rancho Family Huntington Beach Senior	Temecula, CA	53 88	53			PSH	TCAC		2021	2022	lease-up
	Huntington Beach, CA	δŏ	88		1	r21	ILAL		2021	2022	lease-up

### **ATTACHMENT 4**

Pacific Village Housing Qualified Developers Self-Scoring Sheet

## RFI APPLICATION TYPE 3 - PACIFIC VILLAGE HOUSING QUALIFIED DEVELOPERS SELF SCORING SHEET

Project Name:	Pacific Village PSH Housing - Qualified Developers
City/Developer Name:	LaBarge Industries
Signed:	You

Points Awarded	Applications shall be evaluated using the following criteria. Total available points equal 70.
15	<ol> <li>Development Team Experience – 15 points maximum.</li> <li>a. Previous Experience Securing State Housing Resources</li> </ol>
	<ul><li>b. Positive Relationships with the Public Sector</li><li>c. Financial Wherewithal</li></ul>
	<ul> <li>List of Affordable Housing Portfolio, including size of projects and funding sources</li> </ul>
	e. Condition of Existing Assets
20	2. Project Readiness – 20 points maximum.
	a. Site Control
	b. Zoning
	c. Site Plan
20	d. Entitlements
	3. Project Concept – 20 points maximum.
	a. Target Population
	b. Affordability Target
	c. Description
15	d. Innovative Housing Typology
	4. Financing Strategy – 15 points maximum.
	a. Project Estimate
	b. Funding Sources
	c. Estimated County Contribution
70	TOTAL POINTS

### THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

**Contract Number** 



### **SAP Number**

## Community Development and Housing

 Department Contract Representative
 Tring

 Telephone Number
 909

Trina	Perez
909-3	87-4486

Contractor Contractor Representative Telephone Number Contract Term Original Contract Amount Amendment Amount Total Contract Amount Cost Center

LBI Pacific II, LLC	
Joshua LaBarge	-
909-931-9763	
04/25/2022-04/24/2023	an a
\$ 196,000	

\$ 196,000 1012309 (Internal Order)

Briefly describe the general nature of the contract: The County now desires to explore various development options for the undeveloped portions of the Pacific Village Campus (the "Phase II Project"), which will include review and study of various building types and performing predevelopment tasks associated with the Phase II Project, including but not limited to architectural work and site planning concepts, engineering due diligence and design concepts, and preliminary cost estimates, and exploring and outlining steps to obtain land use approvals and conduct future environmental clearances. The Owner has need for consulting and predevelopment activities to be performed in connection with the Phase II Project, and the Consultant has indicated it is willing and qualified to provide such services in connection with this Agreement.

FOR COUNTY USE ONLY		
Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed Approved by Separiment
- SAUNU BRYANT. County Counsel	<b>&gt;</b>	
Date 4 14.2022	Date	Date 4-26-22

Non-Standard Contract Coversheet

Revised 5/6/20

## CONSULTING AND SERVICES AGREEMENT

THIS CONSULTING AND SERVICES AGREEMENT (the "Agreement") is made and entered into as of April 25, 2022 (the "Effective Date"), by and between San Bernardino County, a political subdivision of the state of California ("Owner") and LBI Pacific II, LLC, a Nevada limited liability company, or a single purpose affiliate thereof (the "Consultant" or "Developer"). The Owner and Consultant may be referred to within this Agreement individually as a "Party" and collectively as the "Parties."

## **RECITALS**

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The County, with the assistance of consultant, secured Homekey Program funds from Department of Housing and Community Development ("HCD") and acquired from the Salvation Army approximately 6.82 acres of land improved with six residential buildings totaling 15,797 square feet [Assessor's Parcel Numbers (APNs) 1191-141-36, 37, 38, 40 and 42, located at 2626 & 2634 East Pacific Street in the City of San Bernardino (the "Property" or the "Pacific Village Campus"), all as more fully described in <u>Exhibit A</u> attached hereto and incorporated herein by this reference.

C. The first phase of the development of the Pacific Village Campus included the rehabilitation of the existing single-family home depicted on the Site Map and labeled as "House"), rehabilitation of the two (2) existing apartments depicted on the Site Map and identified as "Bld. A", and the installation of 20 modular units on the rear parking area of the Pacific Village Campus as depicted on the Site Map, and the development of the necessary infrastructure to support the residential use (together, the "Homekey Project").

D. The County now desires to explore various development options for the undeveloped portions of the Pacific Village Campus (the "Phase II Project"), which will include review and study of various building types and performing predevelopment tasks associated with the Phase II Project, including but not limited to architectural work and site planning concepts, engineering due diligence and design concepts, and preliminary cost estimates, and exploring and outlining steps to obtain land use approvals and conduct future environmental clearances.

E. The Owner has need for consulting and predevelopment activities to be performed in connection with the Phase II Project, and the Consultant has indicated it is willing and qualified to provide such services in connection with this Agreement.

F. The Owner will own the Phase II Project and is solely responsible for obtaining the financing necessary for the development and operation of the Phase II Project.

G. The Owner and the Consultant desire to execute and enter into this Agreement for the purpose of setting forth their agreement with regard services to be provided by the Consultant to the Owner.

H. Pursuant to the California Environmental Quality Act ("CEQA") the Owner previously determined that the rehabilitation contemplated for the Homekey Project resulted in the minor alteration to existing structures and was thus a Class 1 exemption for minor alteration and use of existing facilities pursuant to Section 15262 of the CEQA Guidelines and exempt from the requirements of NEPA pursuant to 24 C.F.R 58.35(b)(6). With regards to the Phase II Project, until the completion of the Predevelopment Activities (defined below) for the Phase II Project, it is not possible to provide meaningful information for an environmental assessment under CEQA and NEPA. It is the intention of the County to use the work product resulting from the Predevelopment Activities for future feasibility studies to prepare the necessary environmental assessment under CEQA and NEPA, as applicable, prior to the Owner taking any discretionary actions that would authorize and enable the development of the Phase II Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the compensation to be paid to the Consultant under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

### ARTICLE 1 DEFINITIONS.

Section 1.1 Defined Terms.

In addition to any other terms that are defined in this Agreement, each of the following terms, when used in this Agreement with an initial capital letter, shall have the following meaning:

(a) "Agreement" has the meaning set forth in the opening paragraph.

(b) "Approved Budget" means the budget of all estimated expenses which will be incurred by or on behalf of the Owner in connection with the Predevelopment Activities, as prepared by the Consultant and approved by the Owner. Updates to the Approved Budget must be approved by the Board of Supervisors pursuant to Section 5.4 below, and any amendments to the Approved Budget will be appended to <u>Exhibit C</u> to this Agreement and by this reference be incorporated into this Agreement.

(c) "Assignment Agreement" means the Assignment of Collateral Documents pursuant to which the Consultant assigns to the Owner its rights and obligations with respect to Collateral Documents, and to the extent applicable the plans and specifications or land use approvals pursuant to Section 7.2, below.

(d) "City" means the City of San Bernardino, a California charter city.

(e) "Collateral" means and includes all right, title, interest, claims and demands of the Consultant in and to the Collateral Documents, including contract rights and general intangibles, now existing or hereafter arising; and all amendments, substitutions for, and proceeds thereof, including, without limitation, insurance and similar payments. (f) "Collateral Documents" means the Consultant's right, title and interest to all of the Phase II Project agreements, including but not limited to development reports, all contracts, architect's agreements, engineer's agreements, management agreements, and all other contracts and agreements which concern the Residential Improvement, to the extent applicable any Land Use Approvals, plans, specifications, drawings, franchises, utility agreements and similar materials not yet obtained, and any other documents and information related to the Phase II Project, reports, plans and specifications, and general documents associated with the Phase II Project. For purposes of clarifying the foregoing, "Collateral Documents" shall expressly exclude any documents that, pursuant to applicable law, the Consultant does not have the right to pledge and assign as contemplated by this Agreement.

(g) "Completion Date" means the date on which all Predevelopment Activities identified in the attached <u>Exhibit C</u> have been completed.

(h) "County Funds" the means a total of one hundred ninety six thousand dollars (\$196,000) of funds committed by the County to fund the Predevelopment Activities.

(i) "DACA" means a Disbursement Account Control Agreement that the Parties will enter into for the distribution of the County Funds.

(j) "Consulting Fee" means the fee to be paid by the Owner to the Consultant pursuant to Section 9.1 of this Agreement.

(k) "Schedule of Performance" means the schedule of services to be carried out by or on behalf of the Owner in connection with the Predevelopment Activities, as prepared by the Consultant and the Owner. Updates to the Schedule of Performance must be approved by the Owner pursuant to Section 4.2(c) below, and any amendments to the Schedule of Performance will be appended to <u>Exhibit D</u> to this Agreement by this reference be incorporated into this Agreement.

(1) "Additional Services" means additional activities, not within the scope of work of Predevelopment Activities, which may be agreed upon by Owner and Consultant, pursuant to Section 5.1.

(m) "Expiration Date" means the Completion of the Predevelopment Activities, but in any event no later than 1 year after the Effective Date, unless automatically extended by the *force majeure* provisions of Section 14.12 or by mutual agreement of the Parties.

(n) "HCD" has the meaning set forth in Recital B, above.

(o) "Land Use Approvals" means all discretionary permits and approvals (other than a building permit) including environmental approvals, determined to be necessary for the construction of the Residential Improvements.

(p) "Pacific Village Campus" has the meaning set forth in Recital B above.

(q) "Predevelopment Activities" means the architectural work and site planning, engineering, legal, costs estimating, and outlining steps to obtain land use approvals

and conduct future environmental clearances for the Phase II Project listed in the Approved Budget attached as  $\underline{\text{Exhibit C}}$  to this Agreement and by this reference incorporated into this Agreement.

- (r) "Phase II Project" has the meaning set forth in Recital D.
- (s) "Property" has the meaning set forth in Recital B.

(t) "Residential Improvements" means generally the residential improvements to be designed and developed as part of the Phase II Project. The scope and scale of the Residential Improvements will be further refined as set forth in Section 5.4, below.

(u) "Site Map" means the site map attached hereto as <u>Exhibit B</u>, incorporated herein by this reference.

(v) "Vacant Parcel" means those portions of the property depicted in the Site Map that are not subject to this Agreement, which include the Homekey Project site.

Section 1.2 <u>Exhibits</u>.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A:	Legal Description of the Property
Exhibit B:	Site Map
Exhibit C:	Approved Budget
Exhibit D:	Approved Schedule of Performance
Exhibit E:	Labor Compliance Requirements/ LCP Tracker Certified Payroll
Exhibit F:	Form of DACA
Exhibit G:	Compliance with American Rescue Plan Act (ARPA)
	Coronavirus Local Fiscal Recovery Fund (CLFRF) Federal Guidelines
	Use of ARPA CLFRF and Requirements

### ARTICLE 2 ENGAGEMENT OF CONSULTANT.

Section 2.1 <u>Engagement of Consultant</u>.

(a) The Owner engages the Consultant to perform the services specified in this Agreement, subject to and in accordance with the terms and provisions of this Agreement.

(b) The purposes of this Agreement, as more specifically set forth herein, are to: (1) govern the use of the County Funds; (2) provide for the orderly completion of the Predevelopment Activities and the disbursement of the County Funds; (3) set the parameters for the preliminary designs of the Residential Improvements; and (4) determine the feasibility and identify the sources of financing for the construction of the Residential Improvements and define the scope of the Phase II Project.

### Section 2.2 Acceptance by Consultant.

The Consultant accepts its engagement by the Owner and agrees to perform the services specified in this Agreement for the benefit of and on behalf of the Owner, subject to and in accordance with the terms and provisions of this Agreement.

### ARTICLE 3 NATURE OF ENGAGEMENT.

### Section 3.1 Status of Consultant.

In the performance of its duties and obligations under this Agreement, the Consultant is, and shall at all times during the term of this Agreement be, an independent contractor, and not an employee of the Owner. The Consultant shall act solely as the agent of the Owner in the performance of the Consultant's duties and obligations under this Agreement. The Consultant shall not have the authority to enter into any contracts or agreements on behalf of the Owner without the expressed written approval of the Owner.

### Section 3.2 No Partnership or Joint Venture.

Nothing contained in this Agreement shall constitute or be deemed or construed to create a partnership or joint venture between the Owner, or any departments or agencies of the Owner, and the Consultant.

### ARTICLE 4 TERM OF AGREEMENT.

Section 4.1 <u>Term.</u>

The term of this Agreement shall commence on the Effective Date and shall continue, unless sooner terminated as provided in this Agreement, until the first to occur of the completion of the Predevelopment Activities, the Expiration Date or such other date as may be specified in writing by the Owner and the Consultant, provided that the Consultant shall complete all services provided under this Agreement not later than the Expiration Date, to the extent the Owner receives sufficient funding and provides Consultant with sufficient funds to complete the Predevelopment Activities.

### Section 4.2 <u>Performance.</u>

(a) The Consultant acknowledges that completion of the Predevelopment Activities under this Agreement by the Expiration Date is a material condition to this Agreement. In the event that such Predevelopment Activities are not so completed by the Expiration Date, the Consultant shall continue to provide services to so complete the work under this Agreement, but shall do so for no additional compensation unless the failure to complete Predevelopment Activities is caused by the Owner's failure to provide sufficient funding to complete the Predevelopment Activities required under this Agreement, or due to events or circumstances beyond the control of Consultant as described in Section 14.12 of this Agreement, in which case the Parties shall negotiate in good faith for additional compensation and the parties agree to an amendment of Section 9.1 hereof, approved by the County Board of Supervisors.

(b) The Owner and Consultant will meet to coordinate dates for the completion of the Predevelopment Activities and may in the future discuss the expansion of the services to be performed by the Consultant under this Agreement by adding Additional Services to be carried out by or on behalf of the Owner in connection with the Consultants obligations under this Agreement. Within the time set forth in the Schedule of Performance, the Consultant, in consultation with the Owner, shall develop a proposed update to the Schedule of Performance for the completion of the Predevelopment Activities. Updates to the Schedule of Performance must be approved by the Owner pursuant to Section 4.2(c) below, and any amendments to the Schedule of Performance will be appended to Exhibit D to this Agreement by this reference be incorporated into this Agreement.

(c) The Owner shall review the proposed amendment to the Schedule of Performance and shall either approve or disapprove the proposed amendment to the Schedule of Performance in writing within five (5) business days of receipt, which approval shall not be unreasonably withheld. If disapproved, the Owner shall give specific reasons in writing for disapproval and the required revisions to the previously submitted proposal. If the proposed amendment to the Schedule of Performance is disapproved, Consultant shall resubmit, a revised proposal within five (5) business days of notification of disapproval. The Owner shall either approve or disapprove the submitted revised proposed amendment to the Schedule of Performance within five (5) business days of the date such revised proposal is received by the Owner which approval shall not be unreasonably withheld. Minor updates to the Schedule of Performance may be amended and modified without need for Board of Supervisor approval. No material revisions to the Schedule of Performance that extend performance deadlines past the Closing Date to may be made without Board of Supervisor approval.

(d) Once the proposed amendment is approved, the amended and restated Schedule of Performance shall constitute the approved Schedule of Performance.

### ARTICLE 5 SCOPE OF SERVICES.

Section 5.1 <u>Description of Services.</u>

(a) The Predevelopment Activities to be performed by the Consultant are set forth in the Approved Budget attached hereto as <u>Exhibit C</u>, incorporated in this Agreement by this reference.

(b) The Owner warrants and represents that the Owner has secured or requested an allocation of the County Funds to pay for the Predevelopment Activities, and as of the Effective Date the Consultant is authorized to proceed to complete the Predevelopment Activities pursuant to the terms of the Schedule of Performance.

(c) In addition to the County Funds, the Owner may make available additional funding to pay for additional predevelopment costs for the Residential Improvements that will be

developed as part of the Phase II Project, and may elect to expand the services provided by Consultant under this Agreement to include Additional Services that the Consultant may be asked to perform under this Agreement. If and to the extent the Additional Services are agreed upon in writing by both Owner and Consultant, the parties shall negotiate in good faith for additional compensation and subject to an amendment of Section 9.1 hereof. The commitment of any additional County Funds and decision to approve Additional Services shall not be effective unless approved by the Board of Supervisors.

### Section 5.2 Nature of Consultant's Services and Responsibilities.

The Consultant's responsibilities under this Agreement in part consist of advising and consulting with Owner in connection with certain matters pertaining to the Phase II Project. While the Consultant is not itself preparing any design or engineering plans or specifications required for the Phase II Project, the Consultant shall work with the Owner in the planning and approval process for the Phase II Project within the time and at a price agreed to by the Owner and the Consultant. The Owner acknowledges that the Consultant is assisting the Owner in negotiations with and supervision of professional design and engineering firms, contractors, lenders, investor, regulators and others solely in connection with the Consultant's responsibilities under this Agreement and that the Consultant is not providing legal assistance or advice to the Owner in connection with such negotiations.

### Section 5.3 Services Not Exclusive.

During the Term of this Agreement, the Consultant may render services similar or identical to those required of the Consultant under this Agreement to other owners and developers of real property, and may itself engage in the acquisition, development, management and operation of, or any other activities with respect to other real property or projects, without any notice to the Owner being required unless services to any other entity other than Owner will adversely impact the Consultant's ability to perform the Predevelopment Activities that Consultant has agreed to render under this Agreement.

Section 5.4 Budget.

(a) The Approved Budget for the Predevelopment Activities (<u>Exhibit C</u> to this Agreement and by this reference be incorporated into this Agreement) shall govern the Consultants performance of the Predevelopment Activities. The Owner shall make available to Consultant the County Funds to pay costs associated with the Predevelopment Activities as set forth in the Approved Budget.

(b) Consultant shall submit any material revision to the Approved Budget to the Owner for its review and approval prior to undertaking any work not covered by the Approved Budget. Any proposed revisions to the Approved Budget shall be considered and approved or disapproved by the Owner in writing within five (5) business days of receipt, which approval shall not be unreasonably withheld. If disapproved, the Owner shall give specific reasons in writing for disapproval and the required revisions to the previously submitted proposed revision. If the proposed revision to the Approved Budget is disapproved, Consultant shall resubmit a revised proposed revision to the Approved Budget within five (5) business days of notification of disapproval. The Owner shall either approve or disapprove the submitted revised proposed revision to the Approved Budget within five (5) business days of the date of receipt by the Owner which approval shall not be unreasonably withheld. Notwithstanding anything to the contrary herein, the Consultant may transfer or reallocate funds among line items in the Approved Budget by providing written notice to the Owner so long as the Consultant has not fully depleted the contingency that is approved under the Approved Budget. No material revisions to the Approved Budget to increase the amount of County Funds allocated under this Agreement may be made without Board of Supervisor approval.

### Section 5.5 Conceptual Site Map.

(a) The Owner's third-party consultant prepared an initial Site Map attached hereto as <u>Exhibit B</u> which depicts and establishes the location of the Homekey Project and identifies the portion of the Property that may be used for the development of the Phase II Project. Consultant shall prepare site plans to include various proposals for the development of the Phase II Project as part of the Predevelopment Activities.

### Section 5.6 Environmental Review.

(a) Owner is responsible for conducting any required environmental review for the Phase II Project. Until completion of certain feasibility studies for the Phase II Project the activities proposed to be funded hereunder, it is not possible to provide meaningful information for an environmental assessment of the development of the Phase II Project. It is the intention of the parties to use such feasibility studies to prepare the necessary environmental assessment under CEQA and NEPA prior to the County taking any discretionary actions that would authorize and enable the development of the Phase II Project. Consultant acknowledges that any required approvals by any other local, state or federal agency may require additional environmental review, and that any approval by the Owner shall not bind any other local, state or federal agency to approve the Phase II Project or to impose mitigation measures which are consistent with the terms of this Agreement or with the terms of any mitigation measures required by the Owner pursuant to the Owner's environmental review. The Predevelopment Activities expressly include work to be completed by the Consultant to outline the steps necessary to conduct future environmental clearances for the Phase II Project.

### Section 5.7 Design Development Documents.

(a) Consultant shall cause preparation by the selected licensed architect of initial design development documents ("Design Development Documents") for the Phase II Project. Within the time set forth in the Schedule of Performance, Consultant shall submit such Design Development Documents to the Owner for review. During the preparation of the Design Development Documents, Consultant shall communicate and consult informally, and shall hold regular progress meetings, as frequently as necessary to ensure that the formal submittal of any plan or related document to the Owner can receive prompt consideration. The Design Development Documents shall consist of drawings, outline specifications and other documents to fix and describe the size, quality, and character of the Residential Improvements to be constructed as part of the Phase II Project. Specifically, the Design Development Documents shall indicate estimated structural dimensions, and delineation of site features and elevations,

materials and colors, landscaping and other features. Key details shall be provided in preliminary form, prior to formal submission.

(b) The Owner shall review the Design Development Documents and either approve or disapprove the Design Development Documents within thirty (30) days after receipt which approval shall not be unreasonably withheld. Any disapproval shall state in writing the specific reasons for the disapproval and specify in reasonable detail all of the changes the Owner requests be made in order to obtain approval. Consultant shall thereafter submit revised Design Development Documents within five (5) business days of notification of disapproval. The Owner shall either approve or disapprove the submitted revised Design Development Documents within five (5) business days of the date such revised Design Development Documents are received by the Owner, and shall approve the revised Design Development Documents if the requested changes have been made.

## Section 5.8 Land Use Approvals.

(a) The Consultant shall outline steps to obtain land use approvals for the various design proposal for the Phase II Project. In the future, the County may request an expansion of services to be provided under this Agreement, and provided that Owner and Consultant agree in writing to include certain Additional Services, to require Consultant to apply for and will exercise diligent good faith efforts to finalize and obtain all necessary Land Use Approvals as are necessary to construct the various components of the Phase II Project.

(b) Consultant acknowledges that execution of this Agreement by the Owner does not constitute approval by the County or the City of any required permits, applications, or allocations, and in no way limits the discretion of the County or the City in the permit, allocation and approval process.

(c) The Owner reserves the right to prepare and submit a tentative parcel map or other subdivision map related to the Phase II Project in the future. Consultant agrees that it shall cooperate in the mapping process as necessary to assist the Owner in such efforts, at the expense of the Owner, which shall be outside of the scope of the Predevelopment Activities.

## Section 5.9 <u>Right of Entry</u>.

(a) During the Term, Consultant and Consultant's designated agents, employees, contractors, subcontractors, licensees and representatives (collectively, "Consultant's Agents") shall have the right to enter onto any portion of the Property then owned by the Owner, to conduct all investigations, studies, inspections and testing as it reasonably determines are necessary and to perform the Predevelopment Activities and provided that in terms of such activities: (a) the Owner is given at least 24 hours' notice, in writing, where feasible, or such shorter oral notice as it reasonably consents to, including a description of the activities being conducted; (b) all activities will be conducted in compliance with all applicable laws, codes, and regulations; (c) all results of such activities, including copies of any reports, are provided to the Owner at no cost; and (d) any physical damage or alteration of the physical condition of the Property that results from any activity under this Section shall be promptly repaired by Consultant, subject to the indemnity provisions of Section 14.2 Consultant understands and agrees that any such permit to enter shall only provide access to those portions of the Property then owned by the Owner and Consultant shall not enter any portion of the property not owned by the Owner. Prior to exercising its rights pursuant to this Section, Consultant shall have first complied with the obligations to acquire the insurance coverages specified in Section 11.1(i) of this Agreement.

### ARTICLE 6 PERFORMANCE OF SERVICES

### Section 6.1 Additional Services Contracts.

(a) Prior to the commencement of any Predevelopment Activities or Additional Services to be performed by a third-party consultant, Consultant shall provide the Owner a copy of each contract for the performance of the work (the "Services Contract") for review. The Consultant is not barred from presenting a Services Contract for an affiliated entity of the Consultant for consideration and approval by the Owner. Consultant agrees and acknowledges that, prior to execution of any Services Contracts, all Services Contracts must be bid pursuant to applicable state or local laws, evidence of which must be provided to the County.

(b) The Owner shall have five (5) business days to review the Services Contract and give its written approval which approval shall not be unreasonably conditioned, withheld or delayed.

(c) If any Services Contract results in the production of a report pertaining to any portion of the Phase II Project or the Property (a "Development Report"), Consultant shall cause the consultant preparing the Development Report to execute a Reliance Letter substantially in the form provided to Consultant by the Owner, providing that the Owner may rely on the content of the Development Report. Upon completion, Consultant shall provide each Development Report to the Owner. The Services Contract and Development Reports are collectively referred to as the Collateral Documents.

(d) Consultant shall provide the Owner with reproducible copies of all Collateral Documents produced pursuant to this Agreement. Consultant shall not use the Collateral Documents produced pursuant to this Agreement for any purpose other than the Phase II Project or the Property.

Section 6.2 Progress Reports.

During the performance of the Predevelopment Activities or Additional Services, Consultant shall:

(a) Provide the Owner with written progress reports regarding the status of the performance of the Predevelopment Activities at least monthly for the Term, and from time to time as reasonably requested by the Owner;

(b) Provide the Owner with copies of all reports, studies, analyses, plans, correspondence and similar documents prepared or commissioned by Consultant with respect to this Agreement and the Phase II Project, promptly upon their completion.

## Section 6.3 Consultant Supervision of Services.

(a) Consultant is responsible for all aspects of Consultant's conduct in connection with the perpetration and performance of the Predevelopment Activities and Additional Services, including (but not limited to) the Consultant's conduct in connection with quality and suitability of work product or reports, the supervision of work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, and consultants, as applicable. Any review or inspection undertaken by the Owner with reference to the Additional Services is solely for the purpose of determining whether Consultant is properly discharging its obligations to the Owner, and should not be relied upon by Consultant or by any third parties as a warranty or representation by the Owner as to the quality of such work.

(b) Consultant shall not construct any improvements on the Property without the prior written consent of the Owner. Consultant shall pay or otherwise discharge promptly all claims and liens for labor done and materials and services furnished in connection with the Property or the construction of any Residential Improvements in accordance with the terms of Section 6.6.

## Section 6.4 Nondiscrimination.

Consultant shall not discriminate or segregate in the performance of the Predevelopment Activities, or Additional Services, on the basis of race, color, ancestry, national origin, religion, sex, sexual orientation, age, marital status, family status, physical or mental disability, or any other arbitrary basis. Consultant shall otherwise comply with all applicable local, state, and federal laws concerning discrimination.

## Section 6.5 Local Hiring.

Consultant shall, to the maximum extent feasible, provide for the hiring of employees who reside in the "vicinity" of Property and shall contract with "small businesses" that are owned and operated by persons residing in the vicinity of the Property. For the purposes of this Section, "vicinity" means the County of San Bernardino, and "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act.

## Section 6.6 Mechanics Liens, Stop Notices.

(a) Consultant shall not allow any liens to be placed upon any portion of the Property in connection with the performance of the Predevelopment Activities, or Additional Services. If any claim of lien is filed against any portion of the Property or a stop notice is served on the Owner or any other third party in connection with the Predevelopment Activities, and provided that the filing of such lien or serving of such stop notice is not due to the failure of the Owner to provide funding to Consultant on a timely basis, or other intervening cause that is

not within Consultant's control as described in Section 14.12 of this Agreement, then Consultant shall, within sixty (60) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the Owner a surety bond in sufficient form and amount, or provide the Owner with other assurance satisfactory to the Owner that the claim of lien or stop notice will be paid or discharged, provided that the Owner provides written notice of such claim of lien or stop notice to Consultant promptly upon receipt by the Owner.

(b) If Consultant fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the Owner may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at Consultant's expense. Alternately, the Owner may require Consultant to immediately deposit with the Owner the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The Owner may use such deposit to satisfy any claim or lien that is adversely determined against the Consultant.

Section 6.7 Compliance with Laws.

(a) Consultant shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter in performing the Predevelopment Activities or Additional Services.

(b) To extent applicable, in performing the Predevelopment Activities or Additional Services, required under this Agreement, the Consultant shall and shall cause its respective contractors and subcontractors to be in compliance with the prevailing wage requirements of the federal Davis-Bacon Act (40 U.S.C. 3141-3148) and the attached labor compliance provisions in the attached <u>Exhibit E</u> incorporated herein by this reference. Consultant shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the Owner) the Owner against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Consultant, its contractor and subcontractors) to pay prevailing wages as determined pursuant to the prevailing wage provisions of the federal Davis-Bacon Act and implementing rules and regulations in connection with the construction of the Development or any other work undertaken or in connection with the Property.

(c) To the extent applicable, the Consultant shall and shall cause its respective contractors and subcontractors to pay prevailing wages in performing the Predevelopment Activities or Additional Services as those wages are determined pursuant to Labor Code Sections 1720 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR"), to employ apprentices as required by Labor Code Sections 1777.5 et seq., and the implementing regulations of the DIR and comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., 1810-1815, and implementing regulations of the DIR. To the extent applicable, the Consultant shall and shall cause its respective contractors and subcontractors to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code Sections 1720 et seq., and that apprentices have been employed as required by Labor Code Section 1777.5 et seq., and shall,

from time to time upon the request of the Owner provide to the Owner such records and other documentation reasonably requested by the Owner. Copies of the currently applicable per diem prevailing wages are available from the Owner. Consultant shall post the applicable prevailing rates of per diem wages at the Property site. Consultant shall cause its respective contractors and subcontractors to be registered as set forth in Labor Code Section 1725.5. In addition, the Consultant shall cause its respective contractors and subcontractors to do all the following:

(1) All calls for bids, bidding materials and the construction contract documents for the Phase II Project must specify that (i) No contractor or subcontractor may be listed on a bid proposal nor be awarded a contract for the any of the construction work unless registered with the DIR pursuant to Labor Code Section 1725.5; and (ii) the construction of the Phase II Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR").

(2) The Consultant is required to provide the Owner all information required by Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 within two (2) days of the award of the contract (https://www.dir.ca.gov/pwc100ext/).

(3) The Consultant shall cause its respective contractors to post job site notices, as prescribed by applicable DIR regulations.

(4) The Consultant shall cause its respective contractors to furnish payroll records required by Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner.

(d) The general contractor and all subcontractors shall be required to pay their laborers and mechanics employed to perform construction work under this Agreement, a wage not less than minimum wage classification, as specified in the applicable Federal law when the Contract amount for the prime contract exceeds \$2,000. When applicable, the Consultant is responsible for ensuring the general contractor and all subcontractor compliance with Davis-Bacon and related requirements. Federal Labor Standards Provisions (HUD 4010) apply to the Residential Improvements. A weekly certified payroll submitted through LCP Tracker (as defined in  $\underline{Exhibit E}$ ) is required during the term of construction. Payment of disbursement components may be delayed when certified payrolls are not properly submitted.

(e) Consultant shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the Owner), to the extent permitted by applicable law, the Owner, and its board members, officers, employees, agents and volunteers, when applicable, against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Consultant, its consultants and contractors) to pay prevailing wages as determined pursuant the federal Davis-Bacon Act (40 U.S.C. 3141-3148) and Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the Predevelopment Activities or Additional Services. The requirements in this Section survive the expiration of the Term.

Section 6.8 Financial Accounting and Audits.

No later than ninety (90) days following the Expiration Date, the Consultant shall provide to Owner a financial accounting of all sources and uses of funds used to pay the Predevelopment Activities.

### ARTICLE 7 OWNER'S OBLIGATIONS

### Section 7.1 Costs and Expenses.

(a) The Owner agrees to make available the County Funds to finance the approved Predevelopment Activities in an amount not to exceed one hundred ninety-six thousand dollars (\$196,000). Consultant shall use the County Funds solely to conduct Predevelopment Activities consistent with the Approved Budget.

(b) To the extent the Consultant advances costs on behalf of the Owner for any activities contemplated under this Agreement, the Consultant shall be promptly reimbursed for such costs with no mark-up, pursuant to the procedures set forth in Section 7.4.

(c) Except as expressly set forth in this Agreement to the contrary, all costs and expenses of the Predevelopment Activities specifically set forth in the Approved Budget shall be the responsibility of the Owner.

(d) Consultant shall not incur any costs for Additional Services, without the prior written consent of the Owner.

## Section 7.2 <u>Security</u>.

Consultant grants to the Owner pursuant to the Assignment Agreement, a valid, first priority, continuing security interest in all presently existing and hereafter acquired or arising collateral in order to secure prompt full and complete performance by Consultant of each of its covenants and duties under this Agreement. The Owner will not have any obligation under any Collateral Documents assigned pursuant to the Assignment Agreement until it expressly agrees in writing to be bound by such contracts or agreements. Upon an event of Default that has not been cured pursuant to this Agreement or termination of this Agreement pursuant to Section 13.2 below, subject to the rights of third party consultants, the Owner may use any of the foregoing assigned Collateral Documents for any purpose for which Consultant could have used them for development of the Property, and Consultant shall cooperate with the Owner to implement the Assignment Agreement and immediately deposit with the Owner, for the Owner's use, all the Collateral Documents.

Section 7.3 Conditions Precedent to Disbursement.

(a) The Owner is not obligated to disburse any portion of the County Funds into the DACA account or take any other action hereunder unless the following conditions precedent are satisfied or waived as of the initial disbursement and remain satisfied or waived prior to each such disbursement of the County Funds: (1) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement, or under any other agreement between the Owner and Consultant.

(2) Consultant has furnished the Owner with evidence of the insurance coverage meeting the requirements of Section 11.1 below.

(3) The Owner has received copies of all of Consultant's organizational documents, as amended, and resolutions authorizing Consultant to execute this Agreement.

All requirements set forth in Section 7.3(a) have been and continue

to be satisfied.

(5) The Owner has received a written draw request from the Consultant, including certification that the condition set forth in Section 7.3(a)(1) continues to be satisfied, and setting forth the Predevelopment Activities being funded and proposed uses of funds consistent with the Approved Budget for the Predevelopment Activities, the amount of funds needed, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred.

(6) The Parties will enter into a DACA, establishing the process by which County Funds will be distributed to Consultant pursuant to this Agreement.

Section 7.4 Process for Disbursements.

(4)

(a) Prior to the first disbursement under this Agreement, the parties shall execute the DACA substantially in the form attached hereto as <u>Exhibit F</u>, which shall govern the disbursement of the funds under this Agreement.

Section 7.5 Cooperation.

In performing its functions under this Agreement, each Party shall act diligently and in good faith and shall cooperate fully in all matters relating to the Phase II Project. The Owner shall act as expeditiously as possible on all requests by the Consultant for approval and execution of any contract, agreement or other document pertaining to the Phase II Project. In exercising its rights of approval, each Party shall act reasonably and in good faith.

## ARTICLE 8 BOOKS, RECORDS, REPORTS, FISCAL MATTERS.

Section 8.1 Books.

During the term, the Consultant shall assist Owner with the maintenance of books of account of all transactions with respect to the Phase II Project. Such books of account shall be maintained at the Consultant's office or at such other place as the Parties shall agree upon, and the Owner and the Owner's accountants and auditors shall have access to such books of accounts at all reasonable times. Such books of account shall be kept in accordance with generally

accepted accounting practices consistently applied, and otherwise in such manner as shall be reasonably required by the Owner and any applicable funding and regulatory entities. All original books kept pursuant to this Section 8.1 shall be transferred to the Owner within forty-five (45) days after the sooner to occur of the Completion Date or the Expiration Date of this Agreement.

#### Section 8.2 Records.

During the term, the Consultant shall maintain, in a secure and safe manner, complete and identifiable records on all matters pertaining to the Consultant's activities under this Agreement on behalf of the Owner with respect to the Phase II Project. All original records shall be transferred to the Owner within forty-five (45) days after the sooner to occur of the Completion Date or the Expiration Date of this Agreement.

#### Section 8.3 Property of Owner.

All such books of account and records shall be and remain the property of the Owner, and, upon the Expiration Date or earlier termination of this Agreement, shall be turned over to the Owner as provided in Article 8 of this Agreement. Such books and records shall thereafter be available to the Consultant at all reasonable times for inspection, audit, examination and transcription for a period of five (5) years from the Expiration Date or earlier date of termination of this Agreement, upon reasonable prior notice to the Owner and at the expense of the Consultant.

## Section 8.4 <u>Audit.</u>

The Owner shall have the right, during normal business hours and after reasonable notice, to inspect and audit the Consultant's files, books, records, costs and expenses pertaining to the Phase II Project at the expense of the Owner.

#### Section 8.5 ARPA CLRF.

This Agreement may be funded in whole or in part by the American Rescue Plan Act and the Coronavirus Local Fiscal Recovery Fund (ARPA CLRF), Federal Award Identification Number (FAIN): SLT-0628 and Assistance Listing Number (formerly known as a CFDA number): 21.027, and therefore Consultant agrees to comply with any and all ARPA requirements in addition to any and all applicable County, State, and Federal laws, regulations, policies, and procedures, pertaining to the funding of this Agreement specified in attached <u>Exhibit G</u>, which is incorporated into this Agreement by this reference.

#### ARTICLE 9<u>.</u> COMPENSATION.

Section 9.1 Consulting Fee.

(a) As compensation for the services to be rendered to the Owner by the Consultant pursuant to this Agreement, the Owner shall pay a Consulting Fee in the amount not

to exceed forty-five thousand dollars (\$45,000.00) and by the terms specified in attached <u>Exhibit</u> <u>B</u>, which is incorporated into this Agreement by this reference.

(b) The Consulting Fee shall be paid from disbursements approved by the Owner from the DACA account, pursuant to the following:

(1) 30% developer fee paid upon the Consultant delivering the completed elevations and site plans.

(2) 30% developer fee paid upon the Consultant completing schematic planning;

(3) 30% developer fee paid upon the County selecting the schematic plan for the Phase II Project;

(4) 10% developer fee paid upon County approval of the plans for the

## Phase II Project.

## ARTICLE 10 REPRESENTATIONS AND WARRANTIES.

## Section 10.1 Of Owner.

The Owner represents and warrants to the Consultant that the Owner has the power and authority to enter into this Agreement and perform the Owner's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement.

## Section 10.2 Of Consultant.

The Consultant represents and warrants to the Owner that the Consultant is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to transact business in the State of California, and has power and authority to enter into this Agreement and perform the Consultant's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement.

### ARTICLE 11 INSURANCE.

## Section 11.1 Consultant's Insurance Requirements.

Throughout the term of this Agreement, the Consultant shall carry and maintain in force the insurance described below, the premiums for which shall be the sole cost and expense of the Consultant:

(a) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(b) Commercial General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverage for Contractual Liability, Personal Injury, Broadform Property Damage, Premises operations and mobile equipment, and Products and Completed Operations.

(c) Comprehensive Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired vehicles, as applicable; provided, however, that if Consultant does not own or lease vehicles for purposes of this Agreement, then no automobile insurance shall be required.

(d) The required insurance shall be provided under an occurrence form, and Consultant shall maintain such coverage continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above.

(e) Commercial General Liability and Comprehensive Automobile Liability insurance policies shall be endorsed to name as an additional insured the Owner, and its officers, agents, employees and members of the County Board of Supervisors.

(f) All policies shall contain: (1) the agreement of the insurer to give the Owner at least thirty (30) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies; (2) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the Owner; (3) a provision that no act or omission of Consultant shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; (4) a waiver by the insurer of all rights of subrogation against the Owner and its authorized parties in connection with any loss or damage thereby insured against; and (5) an agreement that such policies are applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Consultant and the Owner or between the Owner and any other insured or additional insured under the policy.

(g) Any design professionals working on the Phase II Project in direct contract with the Consultant shall maintain errors and omission coverage in a minimum amount of One Million Dollars (\$1,000,000).

(h) If in connection with the use of the County Funds, death, serious personal injury, or substantial property damage occurs, Consultant shall immediately notify the Owner. Consultant shall promptly submit to the Owner a written report, in such form as may be required by the Owner, of all accidents which occur in connection with this Agreement. This report shall include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Consultant's consultant, if any; (3) name and address of Consultant's liability insurance carrier; and (4) a detailed description of the accident and whether any of the Owner's equipment, tools or material were involved.

(i) Within five (5) business days of the Effective Date, the Consultant shall furnish a copy of the Declaration page for all applicable insurance policies and will provide complete certified copies of the policies and endorsements.

(j) The insurance required herein shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII."

(k) Any failure, actual or alleged, on the part of the Owner to monitor or enforce compliance with any of the insurance or indemnification requirements contained in this Agreement will not be deemed as a waiver of any rights on the part of the Owner.

(1) The Consultant shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Consultant and Consultant's employees or agents from waiving the right of subrogation prior to a loss or claim. The Consultant hereby waives all rights of subrogation against the County.

(m) All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

(n) The Consultant agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Consultant and the County or between the County and any other insured or additional insured under the policy.

(o) Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Consultant agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

## ARTICLE 12 DEFAULT AND REMEDIES.

### Section 12.1 Default by Consultant.

(a) The Consultant shall be in default under this Agreement if the Consultant fails to perform any of the Consultant's duties and obligations under this Agreement, which failure to perform is not the direct result of a failure of Owner to perform its duties and obligations hereunder (including without limitation timely funding of draw requests) and does not cure or remedy such failure to perform within five (5) business days after receipt of written notice from the Owner with respect to such default; provided, however, that, if such failure to perform shall necessitate longer to cure than such five (5) business day period, then such cure period shall be extended for such period of time as is reasonably necessary, without a materially adverse effect to the Phase II Project, to cure such failure to perform if the Consultant commences such cure within five (5) business days after receipt of written notice from Owner and thereafter proceeds diligently and in good faith to cure.

### Section 12.2 Remedies of Owner.

(a) Upon the occurrence of a default by the Consultant that is not timely cured as provided in this Agreement, the Owner may pursue any one or more of the following remedies, separately or concurrently or in any combination, without further notice or demand whatsoever:

(1) The Owner may terminate this Agreement by giving the Consultant written notice of such termination, in which event this Agreement shall be terminated at the time designated by the Owner in the notice of termination to the Consultant. Any termination hereunder shall not excuse Owner from paying for third-party costs incurred pursuant to the Approved Budget prior to such termination.

(2) With or without terminating this Agreement, the Owner may bring an action against the Consultant to recover from the Consultant all damages, recoverable at law, suffered, incurred or sustained by the Owner as a result of, by reason of or in connection with such default and/or for such equitable relief as may be appropriate. Prior to bringing an action, the parties may agree to use their best efforts to settle the dispute through negotiation with each other in good faith. At the Owner's sole and absolute discretion, the Owner may agree to nonbinding form of dispute resolution, such as non-binding arbitration or mediation. In this case, each party would bear their own costs.

## Section 12.3 Default by Owner.

(a) The Owner shall be in default under this Agreement if the Owner fails to perform any of the Owner's duties and obligations under this Agreement and does not cure or remedy such failure to perform within five (5) business days after receipt of written notice from the Consultant with respect to the default; provided, however, that, if such failure to perform shall necessitate longer to cure than such five (5) business day period, then such cure period shall

be extended for such period of time as is reasonably necessary to cure such failure to perform if the Owner commences such cure within five (5) business days after receipt of written notice from the Consultant and thereafter proceeds diligently and in good faith to cure.

(b) Notwithstanding anything to the contrary, other than the County Funds nothing in this Agreement shall require the Owner to fund the construction of the Residential Improvements.

#### Section 12.4 Remedies of Consultant.

(a) Upon the occurrence of default by Owner under this Agreement, the Consultant may pursue any one or more of the following remedies, separately or concurrently or in a combination, without further notice or demand whatsoever:

(1) The Consultant may terminate this Agreement by giving the Owner written notice of such termination, in which event this Agreement shall be terminated at the time designated by the Consultant in the notice of termination to the Owner. Any termination hereunder shall not excuse Owner from paying for costs incurred pursuant to the Approved Budget prior to such termination.

(2) The Consultant may seek specific performance by the Owner solely with regards to the Owner's obligation to pay for costs incurred for Predevelopment Activities, or Additional Services, being performed and only to the extent and in the amounts in the Approved Budget. Prior to bringing an action, the parties may agree to use their best efforts to settle the dispute through negotiation with each other in good faith. If agreed to by both parties, after an Owner default, the parties may mutually agree to non-binding form of dispute resolution, such as non-binding arbitration or mediation. In this case, each party would bear their own costs.

#### ARTICLE 13 EXPIRATION, TERMINATION.

Section 13.1 Termination of Agreement for Infeasibility.

(a) Upon the occurrence of an Infeasibility Condition, this Agreement may be terminated at any time during the Term in the Owner's or Consultant's discretion, subject to the requirements of Section 13.3 below. For purposes of this Agreement, "Infeasibility Condition" means a condition that is an impediment to Predevelopment Activities that is beyond the control of Consultant ("Infeasibility Conditions"). Only the following conditions are Infeasibility Conditions:

(1) Owner does not receive commitments of grants or other funds necessary for the Phase II Project as shown in the Approved Development Plan by the date set forth in the Schedule of Performance (as such date may be extended), despite Consultant's good faith efforts to obtain such funding. (2) Owner makes a determination it no longer wants to pursue the Phase II Project, provided Owner timely pays all costs and fees owed to Consultant and any third-party for work completed prior to the time of termination.

(b) Following termination under this Section, neither party will have any rights or obligations under this Agreement, except that the provisions of Sections 6.8 and 14.2 of this Agreement will survive such termination and remain in full force and effect.

## Section 13.2 <u>Terminating Events.</u>

The engagement of the Consultant under this Agreement may be terminated upon the happening of any of the following events pursuant to the provisions described below:

(a) The giving of written notice from the Owner in the event: (1) any receiver, trustee or custodian shall be appointed for all or any substantial part of the Property or assets of the Consultant; (2) the Consultant shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (3) an "order for relief or other judgment or decree by any court of competent jurisdiction is entered against the Consultant in any involuntary proceeding against the Consultant under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other bankruptcy, insolvency or other laws respecting debtors rights, or any such involuntary proceeding shall be commenced against the Consultant and shall continue for a period of thirty (30) days after commencement without dismissal.

(b) The giving of written notice from the Consultant in the event: (1) any receiver, trustee or custodian shall be appointed for all or any substantial part of the Property or assets of the Owner; (2) the Owner shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtors rights; or (3) an order for relief or other judgment or decree by any court of competent jurisdiction is entered against the Owner in any involuntary proceeding against the Owner under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against the Owner and shall continue for a period of thirty (30) days after commencement without dismissal.

Section 13.3 Consultant's Obligations.

(a) Upon the expiration or earlier termination of this Agreement, the Consultant shall promptly:

(1) Account for and deliver to the Owner all revenues and receipts pertaining to the Predevelopment Activities, or Additional Servces, in the possession of the Consultant, if any.

(2) Deliver to the Owner as received any monies due the Owner under this Agreement but received by the Consultant after such expiration or termination unless money is owed to a third-party contractor for the rendition of Predevelopment Activities, or Additional Services, consistent with the Approved Budget. (3) Upon request by the Owner, deliver to Owner or such other person as Owner shall designate all materials, supplies, equipment, keys, documents, all books of account, and all records maintained pursuant to this Agreement and pertaining to the Predevelopment Activities or Additional Services.

(4) Furnish, at the Owner's request and at the Owner's expense, (unless such termination is as a result of a default by the Consultant, in which case such expenses shall be the obligation of the Consultant) all such information, take all such other action, and cooperate with the Owner as the Owner shall reasonably require in order to effectuate an orderly and systematic termination of the Consultant's services, duties, obligations and activities under this Agreement.

(5) Within ten (10) days after the expiration or termination of this Agreement, cause to be furnished to the Owner, at the Owner's expense (unless such termination is as a result of a default by the Consultant, in which case such expenses shall be the obligation of the Consultant) a report similar in form and content to the Consultant's monthly report covering the period from the last previous monthly report to the date of expiration or termination of this Agreement.

#### Section 13.4 No Fault Termination.

The County reserves the right to terminate the Agreement, for any reason, with a thirty (30) day written notice of termination provided Owner timely pays all costs and fees owed to Consultant and any third-party for work completed prior to the time of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Consultant for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Consultant shall promptly discontinue services unless the notice directs otherwise. Consultant shall deliver promptly to County and transfer title (if necessary) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

#### ARTICLE 14 GENERAL PROVISIONS.

#### Section 14.1 Notices.

Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered: (a) personally, with a delivery receipt; (b) by certified mail, postage prepaid, return receipt requested; (c) by nationally recognized commercial courier for next business day delivery; or (d) by facsimile or other electronic transmission with a delivery confirmation; to the addresses set forth below or to such other addresses as are specified by written notice given in accordance with this Section:

#### OWNER:

County of San Bernardino Community Development and Housing Agency 385 North Arrowhead Ave., Third Floor San Bernardino, CA 92415-0140 Attention: Director of Community Development and Housing Agency

with a copy to:

Goldfarb & Lipman LLP 1300 Clay Street, 11<sup>th</sup> Floor Oakland, CA 94610 Attention: Rafael Yaquian

CONSULTANT:

LBI Pacific II, LLC 3105 E. Guasti Road, Suite 100 Ontario, CA 91761 Attention: Joshua LaBarge

All notices, demands or requests delivered shall be deemed given upon the date shown on the delivery receipt as the date of delivery, the date delivery was refused or the date the item was returned as undeliverable, except that electronic transmissions shall not be deemed effective unless confirmation of delivery is received by the sender.

Section 14.2 Indemnification.

Consultant agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the Owner) the Owner, and its board members, officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of the County indemnitees unless Consultant is not at fault whatsoever. The Consultant's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. Consultant shall ensure that all subcontracts entered into by the Consultant associated with performance of Predevelopment Activities or Additional Services under this Agreement shall include a duty by each subcontractor to indemnify the County consistent with the terms of this Section 14.2 and the provisions of Civil Code Section 2782 and 2782.8, as applicable, which shall be incorporated by reference into each such sub-contractor agreement. The provisions of this Section shall survive the termination of this Agreement.

Section 14.3 Authorized Representatives.

Any consent, approval, authorization or other action required or permitted to be given or taken under this Agreement by either Party shall be given or taken by one or more of the authorized representatives of each. For purposes of this Agreement: (i) the authorized representative of the Owner shall be the Community and Economic Development Deputy Executive Officer; and (ii) the authorized representative of the Consultant shall be the Chief Executive Officer of LBI Pacific II, LLC. The Owner may from time to time designate other or replacement authorized representatives to the Consultant. If the Consultant wishes to designate a replacement authorized representative to the Owner, the Consultant shall be required to obtain prior written consent of the Owner; and if the Owner does not consent to such designation, the Owner may terminate this Agreement. The written statements and representations of any authorized representative of a Party shall be binding upon the Party for whom such person is an authorized representative, and the other Party shall have no obligation or duty whatsoever to inquire into the authority of any such representative to take any action under this Agreement.

Section 14.4 Headings.

The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

Section 14.5 Exhibits.

Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

Section 14.6 Defined Term.

Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

Section 14.7 Pronouns.

Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

Section 14.8 Severability.

If any term, covenant, condition or provision of this Agreement, or the application to any person or circumstance, shall be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

Section 14.9 Waivers.

Any waiver by the Owner of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Owner to take action on any breach or default of Consultant or to pursue any remedy allowed under this Agreement or

applicable law. Any extension of time granted to Consultant to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the Owner to any act or omission by Consultant shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the Owner's written consent to future waivers.

## Section 14.10 Rights Cumulative.

All rights, remedies, powers and privileges conferred under this Agreement on the Parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

## Section 14.11 Time of Essence.

Time is of the essence in this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement.

### Section 14.12 Force Majeure.

In addition to specific provisions of this Agreement, performance by either Party shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of god; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation (including suits filed by third parties concerning or arising out of this Agreement); weather or soils conditions which, in the opinion of the Consultant, will necessitate delays; inability to secure necessary labor, materials or tools; acts of the other party or failure to act of any public or governmental entity (other than the acts or failure to act of the County); or court order; or any other similar causes beyond the control or without the fault of the Party claiming an extension of time to perform. In no event shall the Owner be required to agree to cumulative delays in excess of thirty (30) days.

Section 14.13 Applicable Law.

This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of California.

## Section 14.14 Entire Agreement.

This Agreement contains the entire agreement of the Parties with respect to the engagement of the Consultant by the Owner, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of no force or effect. This Agreement supersedes any prior agreement, whether oral or written, between the Parties regarding the subject matter of this Agreement.

Section 14.15 Modifications.

This Agreement shall not be modified or amended in any respect except by a written agreement executed by both Parties.

Section 14.16 Attorneys' Fees.

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and insurance requirements.

Section 14.17 County Approval.

Whenever this Agreement calls for Owner's approval, consent, or waiver, the written approval, consent, or waiver of the Chief Executive Officer of the County shall constitute the approval, consent, or waiver of the Owner. The Owner hereby authorizes the Chief Executive Officer to deliver such approvals or consents as are required by this Agreement, or to waive requirements under this Agreement, on behalf of the Owner. Any consents or approvals required under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies. The Chief Executive Officer is also hereby authorized to approve, on behalf of the Owner, requests by Consultant for reasonable extensions of time deadlines set forth in this Agreement subject to the requirements under Section 4.2(c). The County shall not unreasonably delay in reviewing and approving or disapproving any proposal by Consultant made in connection with this Agreement, and hereby agrees to make best efforts to respond to submittals within ten (10) days of completed submissions from the Consultant. Notwithstanding anything to the contrary, the expansion of services to be provided under this Agreement or the amount of County Funds made available to fund activities under this Agreement shall require Board of Supervisor Approval.

## Section 14.18 Damage to County Property.

Consultant shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Consultant or its employees or agents. Such repairs shall be made immediately after Consultant becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Consultant fails to make timely repairs, the County may make any necessary repairs. The Consultant, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Consultant from the County, as determined at the County's sole discretion.

## Section 14.19 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request

## [Signature Pages Follow.]

IN WITNESS WHEREOF, Owner and Consultant have executed this Contract as of the date first above written.

#### **OWNER:**

SAN BERNARDINO COUNTY, a political subdivision of the State of California

By:

Pete Mendoza, Interim Purchasing Director

4/27/2022 Date:

APPROVED AS TO LEGAL FORM:

TOM D. BUNTON County Counsel

By: Suzanne Bryant, Deputy County Counsel

Date: 4.1 112011

## **CONSULTANT:**

**LBI Pacific II, LLC,** a Delaware limited liability company < A By:\_ Joshua/P. LaBarge, Manager

## EXHIBIT A

## LEGAL DESCRIPTION

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

PARCEL A: (APN 1191-141-40; 1191-141-42)

That portion of Section 31, Township 1 North, Range 3 West, Muscupiabe Rancho, in the City of San Bernardino, County of San Bernardino, State of California, as shown by map on file in Book 7, Page 23 of Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at a point on the South line of said Rancho, 780 feet West of the Southeast corner thereof; thence North 660 feet; thence West 111 feet; thence South 660 feet; thence East 111 feet to the point of beginning.

EXCEPTING therefrom an undivided 1/2 interest in and to the well located on said property.

PARCEL B: (APN 1191-141-38)

The North 440 feet of that portion of Section 31, Township 1 North, Range 3 West, Rancho Muscupiabe, in the City of San Bernardino, County of San Bernardino, State of California, as shown by Map on file in Book 7, Page 23 of Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at a point on the South line of said Rancho, 891 feet West of the Southeast corner thereof; thence North 660 feet; thence West 99 feet; thence South 660 feet; thence East 99 feet to the point of beginning.

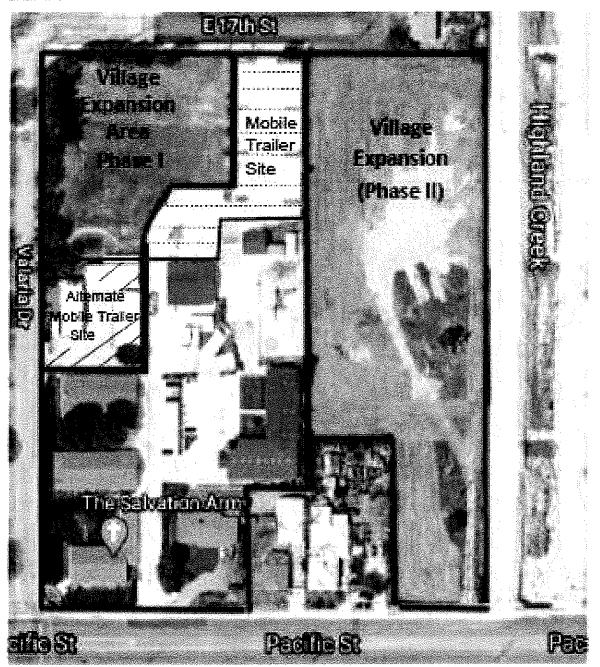
PARCEL C: (APN 1191-141-36; 1191-141-37)

Parcels 2 and 3 of Parcel Map 5102, in the City of San Bernardino, County of San Bernardino, State of California, as shown by map on file in Book 46, Page 98 of Parcel Maps, in the Office of the County Recorder of said County.

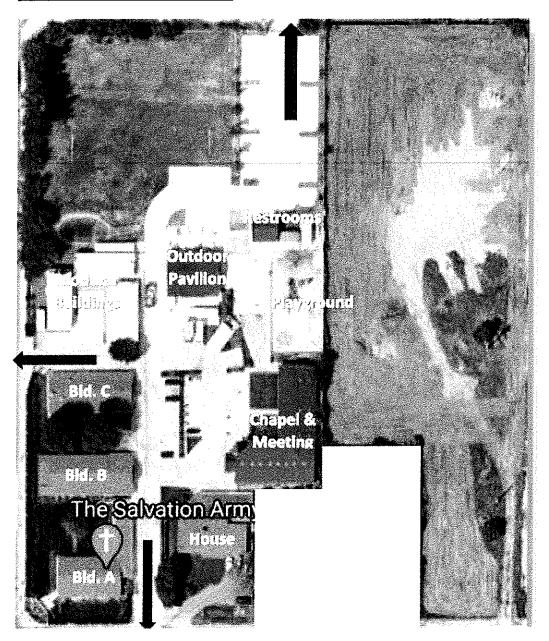
## EXHIBIT B

## SITE MAP- PARCEL

Site Hiss



### Site Map: Building Identification



- House = Single Family Home with 3 doors
- Bld. A = 2 Apartments (3 bdrs and 2bdrs which equals a total of 5 doors)
- Bld. B = Administration Building
- Bld. C= Dinning Building
- Chapel & Meeting = Chapel/church and Meeting buildings
- Modular Buildings = 3 Modular Classrooms to be demolished
- Vacant Parcels Two parcels to East of Developed Campus

## EXHIBIT C

#### APPROVED DEVELOPMENT BUDGET

Below is the list of Predevelopment Activities and the authorized uses for the County Funds. Administrative, non-substantive changes to this <u>Exhibit C</u> may be made by the Owner, upon consultation with County Counsel, without further approval of the Board of Supervisors. Pursuant to Section 5.4, no material revisions to the Approved Budget to increase the amount of County Funds allocated under this Agreement may be made without Board of Supervisor approval.

 Predevelopment Budget -San Bernardino-Pacific II
 Page 1 of 1

 Project Manager: Richard Scott
 Project Manager: Richard Scott

 Company Reresentatives: Josh LaBarge, Stan Smith and Tim Johnson
 Page 1 of 1

	Category	Changes	Predevelopment <u>Budget</u>
20.05			
-	ESSIONAL FEES		
1	Architecture & Engineering		
	Architect (Mars Hills)		20,00
	Architect - Plan A (Back Porch)		15,00
	Architect - Plan B (Connect Homes)		15,00
	Architect - Plan C (MudBots)		15,00
	Architect - landscape	_	5,00
	Civil (KES)		31,00
	Environmental (Completed by County)		
	Geotechnical (TBD)		
	Utility (SoCal Utility Solutions)		15,00
	Printing (Repographics)		5,00
	Other consultant (TBD as needed)		10,00
	Subtotal		131,00
2	Soft Cost Contingency		
	Soft cost contingency		20,00
3	Developer Fee/Overhead		·····
	Developer fee and overhead		45,00
	TOTAL		196,00

## EXHIBIT D

### APPROVED DEVELOPMENT SCHEDULE

This Schedule of Performance ("Schedule") summarizes the schedule for various activities under the Consulting and Services Agreement (the "Agreement") to which this <u>Exhibit D</u> is attached. The description of items in this Schedule is meant to be descriptive only, and shall not be deemed to modify in any way the provisions of the Agreement to which such items relate.

Whenever this Schedule requires the submission of plans or other documents at a specific time, such plans or other documents, as submitted, shall be complete and adequate for review by the Owner or other applicable governmental entity within the time set forth herein. Prior to the time set forth for each particular submission, Consultant shall consult with County staff informally as necessary concerning such submission in order to assure that such submission will be complete and in a proper form within the time for submission set forth herein.

Notwithstanding anything to the contrary herein, administrative, non-substantive changes to this <u>Exhibit D</u> may be made by the authorized County representative, upon consultation with County Counsel, without further approval of the Board of Supervisors. Pursuant to Section 4.2(c) no material revisions to the Development Schedule may be made without Board of Supervisor approval.

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	14	Site Plan and E	levations	15 (	lays -	Tue 4/19/22	Mon 5/9/22		1	and Elevations 🏷		
7	10	Developer and	County Review at 50%	5 da	iys	Tue 5/10/22	Mon 5/16/22	Deve	loper and Cou	nty Review at 50% 🛣		
7	2	County Selects	Direction	10 (	lays	Tue 5/17/22	Mon 5/30/22		Coun	ty Selects Direction 🐧		
	5	Architect and a	Engineering Kick Off	3 d.	iys	Tue 5/31/22	Thu 6/2/22		Architect and	Engineering Kick Off	1	
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## <u>EXHIBIT E</u>

## LABOR COMPLIANCE PROVISIONS/ LCP TRACKER CERTIFIED PAYROLL

[See Attached.]



Community Revitalization Community Development & Housing Supriya Barrows Deputy Executive Officer

# CONSTRUCTION CONTRACT LABOR COMPLIANCE PROVISIONS

# NOTICE TO BIDDERS

### COUNTYWIDE VISION:

The project(s) implemented with these funds assist in meeting an element of the Countywide Vision for sustainable infrastructures and housing as adopted by the County Board of Supervisors and SANBAG on June 30, 2011.

#### FUNDING OF PROJECTS AND FEDERAL AND STATE REQUIREMENTS

Bidders are advised that federal funds are being used for this project and that as a result, certain requirements are to be imposed, depending upon the source of the federal funds. Sources may include: Community Development Block Grant funds (CDBG), Neighborhood Stabilization Program funds (NSP) or HOME Investment Partnerships Program funds (HOME). The use of any of these federal funds on a project will require the payment of federal prevailing wages under the Davis-Bacon and Related Acts ("DBRA") (40 USC §3142, 40 USC §§ 276a-276a-7, 29 CFR Part 5, which will be enforced when the contract amount for the Prime Contract exceeds \$2,000. The Prime Contractor is responsible for ensuring all Subcontractor(s) and lower-tier Subcontractor(s) compliance with the DBRA. The Federal Labor Standards Provisions (HUD 4010) apply to this project and are attached.

For HOME and NSP funded projects, the Prime Contractor, all Subcontractors and all lower-tier Subcontractors are required to pay their laborers and mechanics employed under the contract, a wage not less than the locally prevailing wages (including fringe benefits) listed in a David Bacon wage determination for a classification, as specified in the Federal Wage Determination. If other funding is used on a project, California state prevailing wages (as specified in the State Wage Determination) may be triggered. If that occurs, then the higher of the two applicable wage classifications (federal or state) will be enforced for all work under the contract. For CDBG-funded projects, the Prime Contractor, all Subcontractors and all lower-tier Subcontractors are required to pay their laborers and mechanics providing work under the contract, a wage not less than the locally prevailing wages (including fringe benefits), as specified in both the Federal and State Wage Determinations for the project.

The higher of the two applicable wage classifications, either the Federal Prevailing Wage or, State Prevailing Wage will be enforced for all work under this Contract.

**Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity -** The bidder's attention is called to the "Equal Opportunity Clause" and "Standard Federal Equal Employment Specifications" contained in the bid package. Goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, is 19% for minorities and 6.9% for women.

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## **CONSTRUCTION CONTRACT PROVISIONS - DEFINITIONS**

The following are definitions of state and federal provisions/documents for federally-assisted projects. Please refer to the "Required Documents Checklist" for any documents to be completed and submitted for this project.

Affirmative Action Compliance Guidelines for Construction or Non-Construction Contractors – Generally, affirmative action requirements apply to contracts and subcontracts in excess of \$10,000. This document provides guidelines to help Contractors meet affirmative action and equal employment opportunity requirements set forth in federal regulations 41 CFR 60.

**Bid Bond** – A bid guarantee of at least 10% of the contract price is required from each bidder and must be submitted with the Bid.

Certificate of Owner's Attorney - This certificate is to be completed by the owner's attorney when applicable.

**Certification of Bidder Regarding Equal Employment Opportunity –** This certification is required by Federal law (41 CFR 60) and must completed by the Prime Contractor.

**Certification of Compliance with Air and Water Acts** – The prime Contractor and all Subcontractors must comply with this certification when the contract exceeds \$100,000.

**Certification by Proposed Subcontractor Regarding Equal Employment Opportunity** – This certification must be completed by all Subcontractors and every lower-tier Subcontractor and submitted to the Prime Contractor.

**Contractor's Certification of Compliance with Davis-Bacon and Related Acts –** This certification is required by federal law (29 CFR 5) and must be completed by the Prime Contractor.

Equal Employment Opportunity Clauses/Equal Employment Opportunity Construction Contract Provisions – These provisions are to be inserted in all applicable federally-assisted contracts and subcontracts.

**Federal Labor Standards Provisions (HUD 4010 form) –** These provisions set forth the federal labor requirements for contractors working on federally-assisted construction projects in which the prime contract exceeds \$2,000. The Prime Contractor and all Subcontractors and every lower-tier subcontractor are required to pay their laborers and mechanics working onsite a wage as specified in the FEDERALLY FUNDED PROJECTS section of this provision. *The Prime Contractor is responsible to include the Labor Compliance Contract Addendum in all executed Subcontractor contracts for this project.* 

**Federal Prevailing Wage Decision** – The Federal Wage Decision contains the federal wage rates for construction projects within the County of San Bernardino. A copy of the Wage Decision is included in the bid package and can also be found at <u>https://www.sam.gov/portal/public/SAM/</u> or <u>http://www.wdol.gov/dba.aspx</u> The wage decision that applies to the project is the one in effect ten days prior to the bid opening date.

Labor and Materials Bond – This payment bond guarantees that employees/Subcontractors, and suppliers are paid for services rendered and materials supplied. The Labor and Materials Bond must be at least 100% of the contract price and must be submitted to the CITY/COUNTY upon award of the contract.

**Performance Bond** – This bond guarantees the Contractor's performance under the terms of the construction contract and must be at least 100% of the contract price and submitted to the CITY/COUNTY following award of the contract.

Section 3 – This law applies to construction contracts exceeding \$100,000 on projects funded by the U.S. Department of Housing and Urban Development (HUD). To the greatest extent feasible, Contractor(s) and Subcontractor(s) must attempt to become a Section 3 business. A Section 3 business is one owned by a low-income person, a business of which 30% of the workforce is comprised of low-income individuals, or a business that contracts 25% of its work to Section 3 businesses.

## LABOR COMPLIANCE REQUIREMENTS

## Davis-Bacon and Related Acts:

The Prime Contractor is responsible for ensuring all Subcontractor(s) and lower-tier Subcontractor(s) compliance with all requirements of Davis-Bacon and Related Acts (DBRA). The Federal Labor Standards Provisions (HUD 4010) apply to this project and are attached.

A copy of the Federal Prevailing Wage Decision, (and upon request the State Wage Decision) the date of which reflects the latest applicable modification at the time of this bid advertisement, is included in the Contract Documents and Specifications. Bidders shall be notified, via Addendum, of modifications, if any, which supersede that modification included herein, up until a minimum of ten days prior to the actual Bid Opening for this project.

A weekly Certified Payroll Report (CPR) is required during the term of construction on the project. Payment(s) of invoice(s) for this project may be delayed when CPRs are not submitted weekly. The CITY/COUNTY shall make progress payments on any properly completed payment request submitted by the Prime Contractor. The payment request shall not be approved unless all CPRs for the project submitted through LCPtracker have been approved and accepted for each week worked during the time period covered by said payment request.

#### LCPtracker:

As permitted by the Department of Labor (DOL), The Department of Housing and Urban Development (HUD), and Title 8, section 16404 of the California Code of Regulations, the Prime Contractor and each Subcontractor and every lower-tier Subcontractor subject to DBRA are allowed to submit CPRs electronically via LCPtracker

LCPtracker is a web-based system. The Prime Contractor and Subcontractors and lower-tier Subcontractors will receive an email from LCPtracker providing their *log-on identification and temporary password*. The Contractors will need to follow the instructions in the email to set-up their permanent password and activate their account. Once their account is setup, LCPtracker Inc. provides two convenient training options:

**Option 1: Computer-Based Training Courses:** Pre-recorded videos can be viewed at any time by logging into the LCPtracker website and following these simple steps:

- o Enter user name/password
- Select the "eTraining" link located at the top of the page.
- o Select "Contractor Training Videos"

**Option 2: Web-Based Training Sessions:** Online training sessions facilitated by members of LCPtracker's customer support team are available several times per week. All that is needed to participate is a computer with Internet access, an email address and access to a phone.

- o Enter user name/password
- o Select "Book Now" on the "Projects" tab and register for the Online training sessions.

### eDocuments:

In order to meet labor compliance requirements, all contractors will be required to complete eDocuments which are accessed, submitted and approved through LCPtracker. All eDocuments are required to be signed by an owner/officer or authorized signer. Prior to the contractor being allowed by the system to certify CPRs, all eDocuments must be submitted to, and approved by, the County.

## Other Required Documentation:

One of the documents that will be required to be uploaded in LCPtracker as part of the eDocuments, is a City business license or a letter stating the reasons why no business license is required. All contractors performing work on a project site located within an *incorporated* city must possess or obtain that city's business license. However, if the project is located in an *unincorporated* area of the County, and the contractor's business is located in an *incorporated* city, the contractor must possess or obtain a business license within the city where their business is located. Exception to business license requirement: A letter explaining the exception to the business license requirement will be required if the contractor's business and the project work site are both located in the *unincorporated* area of the County.

### **Electronic Submission of Certified Payrolls:**

Use of LCPtracker may require data entry in order to certify weekly payroll(s). Data entry includes information regarding employee identification, labor classification, total hours worked on the project, wage and benefit rates paid etc. Contractors currently using a payroll software system may be capable of interfacing with LCPtracker. Submission of electronic CPRs will be required by every lower-tier Subcontractor.

The Prime Contractor and each Subcontractor and every lower-tier Subcontractor and any Vendors subject to this provision shall comply with Title 8, Section 16404 of the California Code of Regulations.

# **REQUIRED DOCUMENTS**

## REQUIRED PRIOR TO CONTRACT AWARD

- 1. Bid Package signed by Contractor or letter stating that the project specifications document is part of the contract
- 2. Signed Partnership Agreement (if applicable)

## **REQUIRED PRIOR TO PRECONSTRUCTION CONFERENCE**

- 3. Executed Contract/Purchase Order NOTE: The Labor Compliance Contract Addendum (LCCA) which includes the HUD Form 4010 and the Federal prevailing wage determination for the project must be attached to contract
- 4. Prime Contractor Information Form
- 5. Bonds (performance/payment or labor and material bonds)

## **REQUIRED PRIOR TO CONSTRUCTION**

- 6. Contractor's Certification of Compliance with Davis-Bacon and Related Act Requirements (Exhibit A1)\*
- Sub-Contractor's Certification of Compliance with Davis-Bacon and Related Act Requirements (Exhibit A-1)\*
- 8. Certification of Bidder Regarding Equal Employment Opportunity(Exhibit B)\*
- 9. Certification by Proposed Sub-Contractor Regarding Equal Employment Opportunity (Exhibit C)\*
- 10. Affirmative Action Compliance Form for Construction Contracts Over \$10,000 (Exhibit D)\*
- 11. A Copy of all executed Sub-Contractor contracts NOTE: The Labor Compliance Contract Addendum (LCCA) which includes the HUD Form 4010 and the prevailing wage determination for the project must be attached to contract
- 12. City Business License/Exception Letter
- 13. Certificate of Understanding and Authorization Form (Exhibit E)\*
- 14. Fringe Benefit Statement Form (Exhibit F)\*
- 15. Authorization for Payroll Deduction (Exhibit G)\*
- 16. DOL Registered Apprentice Program\*
- 17. DOL Apprenticeship Certification\*
- 18. Apprenticeship Program Appendix A\*
- 19. Project Wage Rate Sheet\*

## **REQUIRED DURING CONSTRUCTION**

20. Weekly Certified Payrolls (see "Electronic Submission of Certified Payrolls" section)

\*Note: These forms are located on the LCPtracker online database discussed in "Electronic Submission of Certified Payrolls" section and will be discussed by County CDH staff at the preconstruction conference.

#### 1. Applicability

The project or program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or Subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I (b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolis to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number. The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Web Wage and Hour Division site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own

records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) 'The Contractor or Subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work

actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate, who is not registered and participating in a training plan approved by the Employment and Training Administration, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed, in the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5.** Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The Contractor or Subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the Subcontractors *to* include *these* clauses *in any lower* tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9.** Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration Transactions", provides in part: "Whoever, for the purpose of influencing in any way the action of such Administration makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any Subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). <u>40 USC 3701 et seq.</u>

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each Subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## **SECTION 3 CLAUSE**

#### (Information for the Section 3 Report will be input on LCPtracker)

3-2.2 Employment opportunities for business and lower income persons in connection with assisted projects. This clause applies to construction contracts of \$100,000 or more, on projects funded with \$200,000 or more in federal funds from the U.S. Department of Housing and Urban Development.

Assurance of compliance with regulations.

- (A) Every contract or agreement for a grant, loan, subsidy or other direct financial assistance in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities and new community facilities and new community development, entered into by the Department of Housing and Urban Development with respect to a Section 3 covered project shall contain provisions requiring the applicant or recipient to carry out the provisions of Section 3, the regulations set forth in this part, and any applicable rules and orders of the Department issued thereunder prior to approval of its application for assistance for a Section 3 covered project.
- (B) Every applicant, recipient, contracting party, Contractor and Subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as Section 3 clause):
  - a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development as is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located or owned in substantial part by persons residing in the area of the project.
  - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth to 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
  - c. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organizations or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - d. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR 135. The Contractor will not subcontract unless the Subcontractor has first provided him with a preliminary statement of ability to comply with the requirements of these regulations.
  - e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance provided to the project, binding upon the applicant or recipient, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors and Subcontractors, its successors and assigns, to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135

# AFFIRMATIVE ACTION COMPLIANCE GUIDELINES FOR CONSTRUCTION AND NON-CONSTRUCTION CONTRACTORS

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### AFFIRMATIVE ACTION COMPLIANCE GUIDELINES FOR CONSTRUCTION AND NON-CONSTRUCTION CONTRACTORS

These Affirmative Action Compliance Guidelines have been designed to provide Contractors with information necessary to comply with Federal regulations found under Title 41, Part 60 of the Code of Federal Regulations. It is the intent of these guidelines to insure that equal employment is practiced by the opportunity for Contractor without regard to race, color, sex, religion, national origin, disability, and veteran's status. These guidelines provide the minimum information necessary to comply with EEO and affirmative action requirements, including the preparation of an Affirmative Action Plan that complies with federal regulations regarding federally-assisted Affirmative Action for projects. Contractors are urged to contact the implementing entity or the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) officer for any necessary technical assistance meetina in requirements if Affirmative Action thev are considering bidding under this contract.

- I. AFFIRMATIVE ACTION COMPLIANCE PROGRAM
  - A. The Affirmative Action program embodies the following principals:
    - 1. Discrimination because of race, color, age, sex, religion, national origin, marital status, disability, or veteran's status is inconsistent with the constitution, laws, and policies of the United States, State of California and County of San Bernardino.
    - 2. The implementing entity is committed to insuring that there be no discrimination by vendors, Contractors (including professional services and consultants), lessors, or lessees doing business with the implementing entity.
    - 3. Contractors and Subcontractors agree to take affirmative personnel actions to hire and promote workers who traditionally have been discriminated against in the job market, including women, minorities, members of certain ethnic and religious groups, individuals with disabilities, and veterans.
  - B. Affirmative Action Step Requirements for <u>CONSTRUCTION</u> Contractors and Subcontractors:
    - Personnel affirmative action in recruitment, hiring, and promotion is required by Contractor and Subcontractors who have entered into a federallyassisted construction or non-construction contract that exceed \$10,000 or \$10,000 in the aggregate over a 12-month period.
    - Contractors and Subcontractors who enter into a <u>CONSTRUCTION CONTRACT</u> in excess of \$10,000 must take 16 specific affirmative action steps to ensure equal employment opportunity. These steps are included in 41 CFR 60-4.3 (a) (7) and are also included under "Standard Federal Equal Employment Opportunity Construction Contract Specifications" of Attachment "D" of the bid package.

- C. Affirmative Action Plan requirements for <u>NON-</u> <u>CONSTRUCTION</u> Contractors:
  - All Contractors who have entered into a <u>NON-CONSTRUCTION CONTRACT</u> and who: 1) do business in the amount of \$50,000 or more with the implementing entity in any one fiscal year and, 2) employ 50 or more employees, must develop a written Affirmative Action Program within 120 days after the contract award date.
  - 2. All Subcontractors rendering services or supplies to a Contractor in the amount of \$50,000 or more and employ 50 or more employees, must develop a written Affirmative Action Program within 120 days after the contract award date.
- D. Exemptions under 41 CFR 60:

The following persons/contracts shall be exempt from this program:

- A contract or contracts by a Contractor that do not exceed \$10,000 in the aggregate over a 12-month period.
- 2. Contracts for Work outside the United States
- 3. State and Local Governments
- 4. Contracts with certain educational institutions
- 5. Work on or near Indian Reservations
- 6. Specific contracts and facilities found exempt by
- 7. Deputy Assistant Secretary
- 8. National security contracts

Any Contractor who feels qualified for an exemption should contact the local Contract Compliance Officer or the U.S. Department of Labor's OFCCP Officer for further information.

- II. SATISFYING AFFIRMATIVE ACTION PLAN
  - A. Affirmative Action Plan requirements for NON-CONSTRUCTION Contractors can be met through the following:
    - Completing a Contract Compliance Qualifying Report for <u>Non-construction</u> Contractors and Vendors, (refer to the form found in the "Additional Required Documents/Sample Documents" section of Attachment "D" of the bid package).
    - Completing a Contractor's Affirmative Action Policy, including methods of recruiting minorities and women. If the Contractor does not have its own Affirmative Action Policy, it may adopt the County's model Affirmative Action Policy ((refer to the form found in the "Additional Required Documents/Sample Documents" section of Attachment "D" of the bid package).
    - 3. Following Federal Affirmative Action Plan guidelines which comply with the requirements of 41 CFR 60.2.10.

#### DEFINITIONS

Unless a provision of a contract otherwise requires, certain words and phrases shall be defined as follows:

- A. "Affirmative Action" is a commitment to increase the number of minorities and women in the work force by setting employment goals and timetables, including action to achieve objectives. Affirmative Action seeks to ensure that discrimination is eliminated in dealings with employees or applicants for employment whether the discrimination is intentional or unintentional. In addition, Affirmative Action seeks to improve job standards and productivity through the removal of artificial and unnecessary barriers to employment and promotion and ensure that all job actions are related to job performance measures.
- B. "Affirmative Action Plan" is a written affirmative plan required of Contractors and Subcontractors who have 50 or more employees and have entered into a contract with the implementing entity that exceeds \$50,000, or \$50,000 in contracts over a 12-month period.
- C. "Contract" means a federally-assisted purchase order, offer and acceptance, lease, agreement or other arrangement creating an obligation to which the implementing entity is a party, which would make one of the parties within the definition a Contractor.
- D. "Construction" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services.
- E. "Contractor" means a prime Contractor or Subcontractor.
- F. "Covered Area" means the geographical area described in the solicitation from which the contract resulted;
- G. "Director" means Director, OFCCP, U.S> Dept. of Labor, or any person to whom the Director delegates authority to;
- H. "Employee" means one who performs work for compensation, or a person who is permanently or regularly employed by the Contractor or Subcontractor.
- I. "Employer Identification Number" means the Federal Social Security Number;
- J. "Handicapped Status" means any person who:
  - 1. Has a physical or mental impairment, which substantially limits one or more of such person's major life activities.
  - 2. Has a record or such impairment or,
  - 3. Is generally regarded as having such an impairment.
- K. "Employer Identification Number" means the Federal Social Security Number;
- L. "Handicapped Status" means any person who:

- 1. Has a physical or mental impairment, which substantially limits one or more of such person's major life activities.
- 2. Has a record or such impairment, or
- 3. Is generally regarded as having such an impairment.
- M. "Implementing Entity" means public jurisdiction who is administering the contract.
- N. "Minority" includes:
  - 1. Black (all persons having origins in any Black African racial groups not of Hispanic origin);
  - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - Asian or Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands);
  - American India or Alaskan native (all persons having origins in any of the native peoples of North America and maintaining identifiable tribal affiliations through membership and participation in community identification).
- O. "Non-construction Contract" means any contract that does not fall within the definition of "Construction Contract".
- P. "Officer" means the Contract Compliance Officer of the implementing entity or U.S. Department of Labor Office of Federal Contract Compliance Program (OFCCP) Officer.
- Q. "Persons" means any individual, firm, co-partnership, public service, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate CITY, county, municipal corporation, district or other political subdivision, or any other group or combination acting as a unit.
- R. "Underutilization" means having fewer minorities or women in a particular job classification than would reasonably be expected by their availability.
- S. "Vietnam-Era Veteran" means a person who:
  - 1. Served on actual duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or
  - Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

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- T. Violation and Appeal Procedure:
  - 1. A Contractor found in violation of equal opportunity/affirmative action laws will be referred to the U.S. Department of Labor's OFCCP Division, and the Solicitor for Labor, Associate Solicitor of Labor Relations and Civil Rights Regional Solicitors and Regional Attorney are authorized to institute enforcement proceedings by filing a compliant and serving that compliant to the Contractor (defendant), in accordance with procedures set forth in 41 CFR 60-30.5. The complaint shall contain information on the alleged violation, a prayer regarding the relief being sought, and the name and address of the attorney representing the Government. Within 20 days after receiving the complaint, the defendant shall file an answer with the Chief Administrative Law Judge, if the case has not been assigned to an Administrative Law judge.
  - 2. The answer shall contain a statement of the facts which constitute the ground of defense, and shall: 1) specifically admit, explain, or deny each of the allegations of the complaint unless the defendant is without knowledge, or 2) state that the defendant admits all the allegations contained in the complaint. The answer may contain a waiver for a hearing and if not, a separate paragraph in the answer shall request a hearing. The answer shall contain the name and address of the defendant. Failure to file an answer or plead specifically to an allegation of such allegation.
- 3. Contractor agrees to fully comply with the laws and programs (including regulations issued pursuant thereto) identified herein. Such compliance is required to the extent such laws, programs and their regulations are, by their own terms, applicable to this contract. Contractor warrants that he will make himself thoroughly familiar with the applicable provisions of said laws, programs, and regulations prior to commencing performance of the contract. Copies of said laws, programs, and regulations are available upon request from the implementing entity's Contract Compliance Officer, or from the U.S. Department of Labor's OFCCP Officer to the extent applicable the provisions of said laws programs and regulations are deemed to be a part of this contract as if fully set forth herein.
- Vietnam Era Veterans' Readjustment Assistance Acts of 1972 and 1974, as amended. Pub. L. 92-540, Title V, Sec 503(a), Pub. L 93-508. Title IV, Sec. 402. (38 USCA 2011-2013).
- 5. Rehabilitation act of 1973, as amended (Handicapped) Pub. I 93-112 as amended. (29 USCA 701-794).
- 6. California Fair Employment Practice Act. Labor Code Sec. 1410 *et seq.*
- Civil Rights Act of 1964, as amended (42 USCA 2000a to 2000H-6) and Executive Order No. 11246, September 24, 1965, as amended.

### EQUAL OPPORTUNITY CLAUSES

The Contractor and Subcontractors not found exempt under 41 CFR 60-1.5, are required to comply with the following equal opportunity clauses as a condition of being awarded a federally-assisted contract. Each nonexempt prime Contractor shall include equal employment opportunity clauses in each of its nonexempt Subcontractors.

### EQUAL OPPORTUNITY CLAUSE FOR FEDERALLY-ASSISTED CONSTRUCTION CONTRACTS

This clause is inserted pursuant to Executive Order 11246 of September 24, 1965, as amended, and Title VII of the Civil Rights Act of 1964, and is applicable pursuant to 41 CFR Sec. 60-1.4. The following requirements apply to Contractors and Subcontractors

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, Page 1 of 8

1965, and by rules, regulations and orders of the Secretary of Labor, pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders

- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United states.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 1124 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee), refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurances of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

In addition to the above, Contractor will agree to furnish all information and reports, including Standard form EEO-1, if applicable, to the U.S. Equal Employment Opportunity Commission (EEOC) and the U.S. Department of Labor's OFCCP, as required by Executive Order No. 11246 of September 24, 1965.

### EQUAL OPPORTUNITY CLAUSE FOR SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

This clause is inserted pursuant to Executive Order 11701 of January 24, 1973 and the Vietnam Era Veterans Readjustment Assistance Acts of 1972 and 1974 (P.L. 92-540, 93-508), and is applicable pursuant to 41 CFR Sec. 60-250.

- (1) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of

independently operated corporate affiliates, shall be listed at an appropriate local office of the State Employment Service System wherein the opening occurs. The ConWytractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

- Listings of employment openings with the (3) employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
- (4) The reports required by paragraph (2) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State Employment Service. Such reports shall indicate for each hiring location, (a) the number of individuals hired during the reporting period, (b) the number of non-disabled veterans of the Vietnam Era hired, (c) the number of disabled veterans of the Vietnam Era hired, and (d) the total number of disable veterans hired. The reports shall include covered veterans hired for onthe-job training under 38 USC Sec. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location, copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- (5) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
- (6) This clause does not apply to the listing of employment openings, which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

- (7) The provisions of paragraphs (2), (3), (4) and (5) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer - union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer - union arrangement for that opening.
- (8) As used in this clause:
  - "All suitable employment openings" includes, a. but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative and professional openings as are compensated on a salary basis of less than \$25,000 per year. The term includes full-time employment, temporary employment of more than three days duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer - union hiring arrangement or openings in an educational institution which are restricted to students of that institution. Under most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
  - b. "Appropriate office of the State Employment Service System" means the local office of the federal - state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Colombia, Guam, Puerto Rico and the Virgin Islands.
  - c. "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.
  - d. "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer - union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the

Contractor and representatives of his employees.

- (9) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (10) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (11) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.
- (12) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- (13) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- (14) Collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- (15) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

### EQUAL OPPORTUNITY CLAUSE FOR WORKERS WITH DISABILITIES

This clause is inserted pursuant to the Rehabilitation Act of 1973 (P.L. 93-112) and 41 CFR Sec. 60-741-4.

- (1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (3) In the event of the Contractor's non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

- (4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer.
- (5) Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (6) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (7) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500.00 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

### STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT PROVISIONS (EXECUTIVE ORDER 11246, PURSUANT TO 41 CFR 60-4.3 (a)

- 1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarter Federal Tax Return. U.S. Treasury Department form 941.
  - d. "Minority" includes:
    - Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the plan for those trades which have

unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve Plan goals and timetables.

- The Contractor shall implement the specific 4. affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which the contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonable the able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance programs Office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and

shall implement affirmative action steps at least as extensive as the follow 16 steps:

- Ensure and maintain a working а. environment free of harassment, intimidation, and coercion at all sites. and in all facilities at which the Contractor's employees are assigned work. The Contractor shall fn specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to and female recruitment minority and community sources to organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- Maintain a current file of the names, C. addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's

employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

- Disseminate the Contractor's EEO f. policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees that each location where construction work is performed.
- Review, at least annually, the g. company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the item and place of these meetings, persons attending, subject matter discussed. and disposition of the subject manner.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
  - Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment source, the Contractor shall send written

i.

notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- Conduct, at least annually, an inventory and evaluation at least of all minor8ty and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors; adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a – p). The efforts of a Contractor association, joint Contractor-union, Contractor-

community or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation. which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the executive order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum

results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the director shall proceed in accordance with 41 CRF 60-4.6.

- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at lease include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws

which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

a) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid conditions for Federal and federally Assisted Construction published at 41 CFR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

### Minority Goals

The goal for the utilization of women employees on federally-assisted construction contracts is set at 6.9%.

The goal for utilization of minorities, based on the Standard metropolitan Statistical Area (SMSA) for Riverside/San Bernardino County is 19%.

For additional information on these goals, please contact the OFCCP-Pacific Region at (415) 848-6969.

### CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding <u>\$100,000</u>)

During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air act, as amended, 42 U.S.C. 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the forgoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or Subcontractors, that any facility to be utilized in the performance of any nonexempt Contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the Contractor to comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor to include, or cause to be included, the criteria and requirements in paragraph (1) through (3) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

# - Insert -

DAVIS-BACON WAGE DETERMINATION

# SAMPLE DOCUMENTS

(Including Exhibits A through G)

.



# CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH DAVIS-BACON AND RELATED ACTS REQUIREMENTS

PRIME CON	ITRACTOR				
PROJECT NAME:	PROJECT CODE:				
PROJECT ADDRESS:					
PRIME CONTRACTOR NAME:					
As the Prime Contractor for the above referenced p acknowledgment with respect to the applicability of " <u>DA</u> 1. By entering into this contract I certify and acknow funded and, as the Prime Contractor, I am solely resp	VIS-BACON AND RELATED ACTS" requirements: vledge that the above referenced project is federally				
<ul> <li><u>RELATED ACTS</u>" requirements; and</li> <li>2. The Prime Contractor and all Subcontractors and employed a wage not less than the highest wage applic classification appears to apply, the Prime Contractor</li> </ul>	re required to pay their laborers and mechanics cable to their work classifications. If no federal work				
Bernardino to obtain the applicable work classification Prime Contractor is solely responsible for ensuring that <u>BACON AND RELATED ACTS</u> " requirements.	and wage rate prior to the start of construction. The				
PRIME CONTRACTOR	DATE				
PRIME CONTRACTOR SIGNATURE	TITLE				
IF PRIME CONTRACTOR IS A CORPORATION OR PARTNERSHIP LIST THE LEGAL NAMES AND TITLES OF ALL PARTNERS OR CORPORATE OFFICERS.					
NAME	TITLE				
NAME	TITLE				
NAME	TITLE				
NAME	TITLE				
NAME	TITLE				



## SUBCONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH DAVIS-BACON AND RELATED ACTS REQUIREMENTS

SUB	SCONTRACTOR			
PROJECT NAME:	PROJECT CODE:			
PROJECT ADDRESS:				
PRIME CONTRACTOR NAME:				
SUBCONTRACTOR NAME:				
As the undersigned Subcontractor, having executed a contract with the above named contractor on the above referenced project, hereby make the following certification and acknowledgment with respect to the applicability of "DAVIS-BACON AND RELATED ACTS" requirements: 1. By executing a contract with the above named contractor, I/we certify and acknowledge that the above referenced project is federally funded and will comply with the "DAVIS-BACON AND RELATED ACTS" requirements. 2. I/we have read the "LABOR COMPLIANCE CONTRACT ADDENDUM" including the wage determination for the above referenced project. I/we acknowledge the receipt and adherence to following provisions set forth in the "FEDERAL LABOR STANDARDS PROVISIONS" before participation on this project. 3. I/we will include the "LABOR COMPLIANCE CONTRACT ADDENDUM" including the wage determination for the above referenced project in any lower tier subcontracts/purchase orders executed. I/we will forward to Prime Contractor a copy of all executed subcontracts/purchase orders to any lower tier subcontractors within				
seven (7) days of the execution date.				
SUBCONTRACTOR	DATE			
SUBCONTRACTOR SIGNATURE	TITLE			
LIST THE LEGAL NAMES AND TITLE	A CORPORATION OR PARTNERSHIP S OF ALL PARTNERS OR CORPORATE OFFICERS.			
NAME	TITLE			

EXHIBIT: A-1



# CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

PROJECT NAME:	PROJECT CODE:			
PROJECT ADDRESS:				
INSTRUCTIONS This certification is required pursuant to <u>Executive Order 11246 (30 F.R. 12319-25</u> ). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed Subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the <b>Equal Opportunity Clause</b> ; and, if so, whether it has filed all compliance reports				
due under applicable instructions.				
	Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.			
BIDDER'S CERTIFICATION				
BIDDER'S NAME:				
ADDRESS:				
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.         Yes       No (IF YES, identify the most recent contract.)				
(IF NO, contractor may be required to submit an EEO-1 survey or other reports to the Equal Employment Opportunity Commission, EEOC at 800-669-4000 or online at http://www.eeoc.gov/eeo1survey/index.html.				
<ul> <li>2. Compliance reports were filed in connection with such contract or subcontractor with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission.</li> <li>Yes No None Required</li> </ul>				
3. Has Bidder ever been or is bidder being considered for sanction due to violation of <u>EXECUTIVE ORDER 11246</u> , as amended. <u>http://www.dol.gov/compliance/laws/comp-eeo.htm</u> Yes No				
<b>Certification:</b> The information above is true and complete to the best of my knowledge and belief.				
PRIME CONTRACTOR (Print Name)	TITLE			
CONTRACTOR SIGNATURE	DATE			



# CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

SUBCONTRACTOR				
PROJECT NAME:	PROJECT CODE:			
PROJECT ADDRESS:				
INSTRUCTIONS				
This certification is required pursuant to Executive Order 11246 (3	0 F.R. 12319-25). The implementing rules			
and regulations provide that any bidder or prospective Contractor, or a	y of their proposed Subcontractors, shall			
state as an initial part of the bid or negotiations of the contract whether	NECTOR 1			
contract or subcontract subject to the Equal Opportunity Clause; and, if so,	whether it has filed all compliance reports			
due under applicable instructions.				
Where the certification indicates that the Subcontractor has not	iled a compliance report due under			
applicable instructions, such Subcontractor shall be required to subn				
Contractor approves the subcontract or permits work to begin under the s				
unless such report is submitted.				
SUBCONTRACTOR'S CERTIFICA	TION			
SUBCONTRACTOR'S NAME:				
ADDRESS:				
	is at the time France Operandum its Circum			
1. Subcontractor has participated in a previous contract or subcontract sub	oject to the Equal Opportunity Clause.			
Yes No (IF YES, identify the most recent contract.)				
(IF NO, contractor may be required to submit an EEO-1 survey or other reports to the EEOC at 800-669-4000 or online at <a href="http://www.eeoc.gov/eeo1survey/index.html">http://www.eeoc.gov/eeo1survey/index.html</a> .	le Equal Employment Opportunity Commission,			
EEOC at 800-669-4000 of online at <u>mtp://www.eeoc.gov/eeotsurvey/index.ittm</u> .				
2. Compliance reports were filed in connection with such contract or subco	entractor with the Joint Reporting			
Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission.				
Yes No None Required				
3. Subcontractor has ever been or is being considered for sanction due to v	violation of EXECUTIVE ORDER 11246, as			
amended. http://www.dol.gov/compliance/laws/comp-eeo.htm				
Yes No				
<b>Certification:</b> The information above is true and complete to the best of my knowledge and belief.				
SUBCONTRACTOR (Print Name)	TITLE			
SUBCONTRACTOR SIGNATURE	DATE			
EXHIBIT: C				

Created on 8/24/2012



## AFFIRMATIVE ACTION COMPLIANCE FORM FOR CONSTRUCTION CONTRACTS OVER \$10,000

PRIME CONTRACTOR	SUBCONTRACTOR			
PROJECT NAME: PROJECT CODE:				
COMPANY – CONTRACTOR NAME:				
Please check the box that applies to your company to affirm an understanding and implementation of <u>AFFIRMATIVE</u> <u>ACTION COMPLIANCE</u> requirements and that you have read and completed the requirements for the project as noted below:				
I / We have reviewed and understand the " <u>CONSTRUCTION CONTRACT LABOR COMPLIANCE PROVISIONS</u> (ATTACHMENT D)" of the bid package and/or " <u>LABOR COMPLIANCE CONTRACT ADDENDUM</u> ".				
** MANDATORY REQUIREME	ENT **			
I / We <u>DO</u> currently maintain an effective Affirmative Action Program with the <u>Standard Federal Equal Employment Opportunity Constru- 11246, pursuant to 41 CFR 60-4.3 (a)</u> and will furnish a copy upon received.	uction Contract Provisions Executive Order			
<ul> <li>I / We DO NOT currently maintain an Affirmative Action Program. I / We agree to the Equal Opportunity Clause for Federally-Assisted Construction Contracts (Executive Order 11246), as amended, and Title VII of the Civil Rights Act of 1964, and is applicable pursuant to 41 CFR 60-1.4) of "CONSTRUCTION CONTRACT LABOR COMPLIANCE PROVISIONS (ATTACHMENT D)" of the bid package and/or "LABOR COMPLIANCE CONTRACT ADDENDUM".</li> <li>Personnel affirmative action in recruitment, hiring and promotion is required by Contractors and Subcontractors who have entered into a federally-assisted construction contract that exceeds \$10,000 or \$10,000 in the aggregate over a 12-month period. Contractors or Subcontractor who enter into a "Construction Contract" in excess of \$10,000 must take 16 specific affirmative action steps to ensure equal employment opportunity. These steps are included in <u>41 CFR 60-4.3 (a) (7)</u> and are also included under "Standard Federal Equal Employment Opportunity Construction Contract Specifications" of "CONSTRUCTION CONTRACT LABOR COMPLIANCE CONTRACT LABOR COMPLIANCE PROVISIONS (ATTACHMENT D)" of the bid package and/or "LABOR COMPLIANCE CONTRACT LABOR COMPLIANCE PROVISIONS (ATTACHMENT D)" of the bid package and/or "LABOR COMPLIANCE CONTRACT LABOR COMPLIANCE PROVISIONS (ATTACHMENT D)" of the bid package and/or "LABOR COMPLIANCE CONTRACT LABOR COMPLIANCE PROVISIONS (ATTACHMENT D)" of the bid package and/or "LABOR COMPLIANCE CONTRACT LABOR COMPLIANCE PROVISIONS (ATTACHMENT D)" of the bid package and/or "LABOR COMPLIANCE CONTRACT LABOR ADDENDUM".</li> </ul>				
I certify the information above is true and complete to the best of my knowledge and belief.				
CONTRACTOR (Print Name)	TITLE			
CONTRACTOR SIGNATURE	DATE			



## CERTIFICATE OF UNDERSTANDING AND AUTHORIZATION FORM

PRIME CONTRACTOR	SUBCONTRACTOR		
** Complete If Owner/Officer Is <b>NOT</b> Signing Statement of Compliance **			
PROJECT NAME:	PROJECT CODE:		
COMPANY - CONTRACTOR NAME:	at the second		
current "DAVIS-BACON LABOR STANDARDS" (A C Federally-Assisted Construction Projects) and unc	al(s), and the <u>authorized payroll officer</u> have read the most Contractor's Guide to Prevailing Wage Requirements for derstand the labor standards clauses pertaining to this discussions and all related documents required for this truction checklist package.		
CONTRACTOR AND IS AUTHORIZED TO SIGN THE ST EACH WEEKLY CERTIFIED PAYROLL REPORT FOR TH	TATEMENT OF COMPLIANCE WHICH WILL ACCOMPANY IS PROJECT. PAYROLL AGENT (SIGNATURE)		
OWNER/OFFICER (PRINT NAME)	OWNER/OFFICER (SIGNATURE)		
TITLE (PARTNER/CORPORATE OFFICER OR OWNER)	DATE		
	ORIZATION TO SIGN PAYROLL REPORTS ONLY IF A SOLE-		

OR OWNER. \*\*\*

EXHIBIT: E



## Economic Development Agency community Development and Housing

## FRINGE BENEFIT STATEMENT FORM

PRIME C	ONTRACTOR			SUBCONTRACTOR	and the second secon
PROJECT NAME:		51/3)		PROJECT CODE:	
COMPANY - CONTRACTO	R NAME:			<u>A</u>	
	s in the interest of your emp	ployees. Provide an h	ourly equivalen	. Lise all third party plans, funds or tru of each fringe type (in dollars) belo quired.	
CLASSIFICATION:	м <i>у</i>	EFFECTIVE DATE:		SUBSISTENCE OR TRAVEL PAY \$	
FRINGE BENEFIT HOURLY AMOUNT:	NAME, ADDRESS AND CON	TACT INFORMATION	OF PLAN, FUND	OR PROGRAM	
VACATION/HOLIDAY \$:	NAME:		1997		
	ADDRESS:		<u>&gt; 72</u>		
	CONTACT INFORMATION:				
HEALTH & WELFARE \$:	NAME:				
	ADDRESS:		100000		
DENISIONI É	CONTACT INFORMATION:				
PENSION \$:	ADDRESS:				
	CONTACT INFORMATION:	<u>ana valea.                                     </u>			
APPRENTICE/TRAINING \$:	NAME:	AND AND AND	Visio.	·····	
	ADDRESS:		Teresteres.		······
	CONTACT INFORMATION:			·····	<u> </u>
OTHER S:	NAME:				<u></u>
	ADDRESS:		N.S.		
	CONTACT INFORMATION:				
CLASSIFICATION:		EFFECTIVE DATE:		SUBSISTENCE OR TRAVEL PAY \$:	
FRINGE BENEFIT HOURLY AMOUNT:		TACT INFORMATION	OF PLAN, FUND		
VACATION/HOLIDAY \$:	NAME:	AN			
	ADDRESS:	<u></u>		· · · · · · · · · · · · · · · · · · ·	
	CONTACT INFORMATION:				
HEALTH & WELFARE S:	NAME:				
	ADDRESS:	······································	· · · · · · · · · · · · · · · · · · ·		
PENGUAN A	CONTACT INFORMATION:				
PENSION \$:	NAME				
	ADDRESS CONTACT INFORMATION:				
APPRENTICE/TRAINING \$:	NAME				
AFFRENTICE/TRABUNG \$.	ADDRESS:			· · · · · · · · · · · · · · · · · · ·	
	CONTACT INFORMATION:			······································	<del></del>
OTHER \$:	NAME:				
••••••••	ADDRESS:				
	CONTACT INFORMATION:				
I certify under penalty of perjury		d to the approved r	lans funds or i	programs as listed above:	
recruit under penalty of perjury	that hange benefits are pair	a to the approved t		programs as nated above.	
CONTRACTOR (PRINT NAME)			TITLE		
CONTRACTOR SIGNATURE			DATE		

## FRINGE BENEFIT FORM INSTRUCTIONS

# Supplemental statements MUST be submitted during the progress of work should a change in rate of any of the classifications be made.

**NOTE:** To receive credit for employer paid benefit contributions, plans must be bona fide and contributions must be documented. On the Fringe Benefit Statement, indicate the name, address and phone number of the administrator of the Plan, Fund or Program.

<u>VACATION PLAN/PAID HOLIDAY DOCUMENTATION</u>: Please submit copies of your company's policy for employer paid vacation and holidays. For vacation, please explain how you track the vacation hours for each employee. Additionally, please submit copies of monthly reports or statements from the bank/fund depository showing that the plan and vacation amounts are available for the workers.

<u>HEALTH AND WELFARE DOCUMENTATION</u>: For your Health & Welfare Plan, please submit copies of the plan documentation indicating monthly or quarterly billings for the covered benefits (and delineating all benefits per worker), as well as statements and copies of checks transmitted by your company to the trust fund or plan for these benefits.

<u>PENSION PLAN DOCUMENTATION</u>: Please submit copies of the plan documentation from the Plan Administrator including the plan summary, account balances, monthly or quarterly transmittals into the account and copies of checks transmitted by your company as payments into the accounts.

<u>APPRENTICE/TRAINING DOCUMENTATION</u>: Please submit copies of the Apprentice/Training Certification Letter from your Federally Registered Program Sponsors. The apprenticeship program must be registered with the Department of Labor (DOL), Office of Apprenticeship. Include level, step or period of the apprentice; apprentice's wage scale and ratio information. A training or apprentice wage can be paid only if the trainee is registered in a DOL approved apprenticeship or training program or with a State Apprenticeship Agency recognized by DOL. Otherwise, the individual is to be paid the Davis-Bacon and Related Acts (DBRA) prevailing wage rate for the classification of work that they are performing regardless of their skill level. (Federal regulations DO NOT REQUIRE the employment of apprentices on federally funded projects)

<u>OTHER DOCUMENTATION</u>: Please submit copies of explanation, monthly reports or statements and plan documentation from the Plan Administrator for all "OTHER" company paid plan(s). The implementing agency will verify plan(s) for employer to receive credit.

FRINGES PAID IN CASH: Indicate if some or all fringes will be added to the employee's basic hourly rate.

If your company does not operate under a collective bargaining agreement or contribute based on an hourly amount; you may use the following formulas to compute hourly benefits. Please be advised that examples are provided only to demonstrate how the formulas are used.

Annual Calculation: The annual calculation is based on 2080 hours per year (40hrs x 52 weeks per year)

Formula: Employee's Basic Hourly Rate x Number of Benefit Hours (8 Hrs a Day x Number of Days) divided by 2080 Annual Hours.

Example: At \$20/Hr, with 80 vacation hours a year, the hourly rate would calculate as follows: \$20 X 80 Hrs = \$1,600 divided by 2,080 hours per year = \$.77 Fringe Benefit Hourly Amount: \$.77

Monthly Calculation: The monthly calculation factor 173.33 is based on 2080 hours per year divided by 12 months.

Formula: Monthly Benefit Plan Contribution divided by 173.33 Example: If employer pays \$200/month for a medical benefit, the monthly hourly rate calculates as follows: A monthly plan contribution of \$200 divided by 173.33 = \$1.15 Fringe Benefit hourly amount: \$1.15



## **AUTHORIZATION FOR PAYROLL DEDUCTION(S)**

PRI	VIE CONTRACTOR		SUBCONTRACTOR	
PROJECT NAME:			PROJECT CODE:	
COMPANY - CONTR	RACTOR NAME:			
EMPLOYEE NAME:			EMPLOYEE #:	
payroll. Deduction <u>Uniforms</u> , <u>401K</u> , <u>Loa</u> Payroll reflecting <u>documentation</u> .	d and signed by the employee wh types include: <u>Alimony</u> , <u>Child</u> ans, <u>Advance Paybacks</u> , or <u>Insurar</u> the deduction(s). <u>ALL</u> "Other/C	<u>Support</u> , other <u>Counce</u> , etc. This form i Barnish" deduction	urt-Ordered Deductions o s to be submitted before t	r <u>Garnishments</u> , the first Certified by <u>supporting</u>
DEDUCTION TYPE:	EXPLANATION FOR DEDUCTION(S):		<u> </u>	WEEKLY AMOUNT:
			·	
		>		
I,, HEREBY AUTHORIZE, (COMPANY - CONTRACTOR NAME) (COMPANY - CONTRACTOR NAME) TO MAKE THE ABOVE LISTED DEDUCTION(S) FROM MY PAYROLL CHECK. IT IS UNDERSTOOD THAT THESE DEDUCTIONS ARE IN THE INTEREST OF THE EMPLOYEE AND NOT A CONDITION OF EMPLOYMENT, OR A DIRECT OR INDIRECT FINANCIAL BENEFIT ACCRUING TO THE EMPLOYER, AND NOT OTHERWISE FORBIDDEN BY LAW.				
EMPLOYEE SIGNATURE			DATE	
CONTRACTOR SIGNATI	JRE	_	DATE	

EXHIBIT: G

## <u>EXHIBIT F</u>

## FORM OF DACA

[See Attached.]

### DISBURSEMENT ACCOUNT CONTROL AGREEMENT (DISBURSEMENT ACCOUNT)

This DISBURSEMENT ACCOUNT CONTROL AGREEMENT (DISBURSEMENT ACCOUNT) (this "<u>Agreement</u>") dated as of April 25 2022 (the "<u>Effective Date</u>"), by and among Haven View Escrow, a California corporation, having an address at ("<u>Escrow Agent</u>"), LBI Pacific II, LLC, a Nevada limited lability company ("<u>Consultant</u>"), and San Bernardino County, a political subdivision of the State of California ("Owner").

### WITNESSETH:

- A. All capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Services Agreement.
- B. Owner holds fee title to approximately 6.82 acres of land improved with six residential buildings totaling 15,797 square feet [Assessor's Parcel Numbers (APNs) 1191-141-36, 37, 38, 40 and 42] located at 2626 & 2634 East Pacific Street in the City of San Bernardino as more particularly described in the attached <u>Exhibit A</u>, attached hereto and incorporated herein by this reference (the "Property").
- C. Owner is making funding of up to One Hundred Ninety Six Thousand Dollars (\$196,000) (" County Funds") to fund specified activities to be performed or coordinate by the Consultant pursuant to that certain Consulting and Services Agreement, dated as of March 252022, by and among Owner and Consultant (as amended and otherwise in effect from time to time, the "Services Agreement") to fund the Development Services.
- D. In accordance with Sections 7.3 and 7.4 of the Services Agreement, the Owner and the Consultant have agreed to the disbursement of the County Funds in accordance with the terms and conditions of this Agreement.
- E. The parties desire to enter into this Agreement in order (i) to establish the Escrow Account, (ii) to set forth their relative rights and duties with respect to the Escrow Account and (iii) to set forth the disbursement requirements with respect to the Escrow Account.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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### ARTICLE I COUNTY FUNDS

Section 1. <u>Owner Deposit</u>. As set forth in Section 7.3 of the Services Agreement, the Owner has disbursed or will disburse the County Funds to the Escrow Agent in accordance with the terms of the Services Agreement.

Section 2. <u>Use of Funds</u>. The County Funds will be used exclusively for the payment of, or reimbursement for, approved Predevelopment Activities or Development Services, as applicable, which are needed for the Phase II Project, in accordance with the Approved Budget.

Section 3. Duties of Escrow Agent.

(a) <u>The Account</u>. Escrow Agent shall establish and maintain the Escrow Account entitled as follows:

HAVEN UIEW EDCROW Name: [# 22501-M6 ] Account No.: [013409599]

(b) <u>Security Interest in Items</u>. Consultant and Escrow Agent hereby agree that all proceeds of all items deposited in the Account from time to time, together with all other funds received by Escrow Agent in the Account via wire transfer, ACH, merchant card transactions and other electronic funds transfers, or otherwise, shall be held for the benefit of Owner.

(c) <u>Available Funds</u>. Consultant and Owner agree that withdrawals or transfers from the Escrow Account will not at any time exceed the available funds in the Escrow Account, as determined by Escrow Agent's current availability schedule and subject to Escrow Agent's right to place holds for uncollected funds.

(d) <u>Monthly Report</u>. Consultant authorizes Escrow Agent, and Escrow Agent agrees (without requiring Consultant's further authorization or instruction), to send or make available at least a monthly report to Owner containing information specifying the amounts withdrawn and amounts on deposit in the Escrow Account for the previous month.

Section 4. Fees and Charges.

(a) To compensate Escrow Agent for performing the services described in this Agreement, Owner agrees to pay the fees owed to Escrow Agent. Escrow Agent shall debit the Account under advice on a monthly basis for its reasonable and customary fees and charges relating to the Account and shall include its fees in the monthly report required pursuant to Section 1(f). Owner agrees to pay Escrow Agent, upon demand, all costs and expenses, including reasonable attorneys' fees and disbursements, incurred by Escrow Agent in the preparation, negotiation and administration of this Agreement (including any amendments hereto or additional instruments or agreements required hereunder); and Owner authorizes Escrow Agent to charge the Account for such costs and expenses.

(b) Owner agrees to pay Escrow Agent for all Returned Items and for all service charges, returned check fees and any other charges to which Escrow Agent may be entitled for servicing and maintaining the Account (collectively with Returned Items, the "<u>Charges</u>") and authorizes Escrow Agent to charge other accounts maintained with Escrow Agent by Consultant for such Charges. In the event that there are insufficient collected funds on deposit in such other accounts to pay the Charges, Consultant and Owner agree that Escrow Agent may debit the Account the amount of such Charges. With respect to any Returned Item, if Consultant fails to repay Escrow Agent in accordance with this section, then Secured Party shall repay Escrow Agent the amount of such Returned Item within ten (10) Business Days of receipt of written demand for such payment, *provided* that (i) such demand is received within ninety (90) days of the date such Returned Item was credited to the Account, and (ii) Owner or their respective designee(s) received the proceeds of such Returned Item.

### ARTICLE II DRAW REQUESTS

Section 1. <u>Consistency with Services</u>. The Owner has approved in writing, the Predevelopment Activities, and may in the future approve Development Services. Notwithstanding anything to the contrary contained elsewhere in this Disbursement Agreement, the Escrow Agent shall have no obligation to make any disbursement for any work or materials which are not required under the Services Agreement and previously approved by Owner or for costs that are otherwise inconsistent with the Approved Budget under the Services Agreement.

Section 2. Draw Requests.

(a) <u>Application for Payment</u>. Disbursements of County Funds shall be made upon submission by Consultant of a written itemized statement or draw request in a form approved by Escrow Agent (subject to the Owner's consent) (the "Application for Payment" or "Draw Request"). An Application for Payment shall be submitted not more frequently than every two weeks.

(b) <u>Contents and Documentation of Application for Payment</u>. Each Application for Payment shall be in a form containing sufficient detail and with sufficient supporting documentation to permit the Owner to confirm that the work to be funded by the draw request has been performed.

(c) <u>Delivery of Applications for Payment</u>. The Consultant shall deliver copies of each Application for Payment and supporting documentation concurrently to Escrow Agent and Owner. Each Application for Payment and supporting documentation shall be subject to the approval of the Owner.

Section 3. <u>Submission to Owner</u>. Immediately after each disbursement pursuant to any Application for Payment, Consultant shall transmit to Owner, to the extent available to Consultant, a copy of Escrow Agent's inspection report or other documentation indicating the Escrow Agent's inspector's determination of the percentage of work completed pertaining to such Application for Payment. No representation or warranty of Escrow Agent is made or shall be implied with respect to any matter shown in such inspection report or other documentation. If the Owner fails to approve or disapprove an Application for Payment within five (5) business days of receipt thereof, approval of such Application for Payment shall be deemed given by the Owner.

### Section 4. <u>Approval of Draw Requests</u>.

(a) <u>General</u>. The Owner's approval of each Draw Request shall be subject to satisfaction of the requirements of this Disbursement Agreement and the Services Agreement. Under no circumstance will the Owner have any further obligation to approve any Application for Payment following: (1) termination of this Disbursement Agreement; or (2) notification by the Owner to the Consultant of a Default under the terms of the Disbursement Agreement, subject to notice and cure rights set forth in the Disbursement Agreement.

(b) <u>Procedure</u>. The Owner shall, within five (5) business days after receipt of an Application for Payment containing all of the items described in Section 3 of this Article II, determine the amount of the Application for Payment to be approved, notify Consultant, appropriate members of the construction team and the Escrow Agent of such amount, and authorize Escrow Agent to disburse the approved amount of County Funds, by check or wire transfer, to Consultant, or to the respective contractor or subcontractor, as determined by written notice provided by the County Community Development and Housing Director. If the Owner fails to approve or disapprove an Application for Payment within five (5) business days of receipt thereof, approval of such Application for Payment shall be deemed given by the Owner.

(c) <u>Disapprovals</u>. On the basis of the progress of the work performed on the Project and the conditions precedent to making disbursements contained in their respective agreements with Consultant, the Owner may disapprove all or part of a Draw Request/Application for Payment. In the event Owner disapproves any portion of the amount requested by Consultant in an Application for Payment (the "disapproved amount"), Owner shall promptly provide written notice to the Escrow Agent and the Consultant of the disapproved amount and the reason therefor.

Section 5. <u>General Conditions Applicable to Disbursements</u>. Disbursements shall be subject to the following condition: Escrow Agent shall not be obligated to disburse any County Funds until the Owner has approved all or a portion of the corresponding Application for Payment for the funds to be disbursed, which approval will not be unreasonably delayed or withheld.

Section 6. <u>Inspection of the Project</u>. Owner shall have the right to inspect the Property during construction and agrees to deliver to the Consultant copies of any inspection reports. Consultant shall deliver to Owner all inspection reports prepared by for the Project. Inspection of the Project shall be for the sole purpose of protecting the Owner's security and is not to be construed as a representation by Owner that there has been compliance with the Plans and Specifications or that the Project will be free of faulty materials or workmanship. The Consultant may make or cause to be made such other independent inspections as the Consultant may desire for its own protection.

Section 7. <u>Supervision of Construction</u>. To the extent the Owner expands the Development Services under the Services Agreement, the Owner shall be under no obligation to perform any of the construction or complete the construction of the improvements on the Project, or to supervise any construction on the Project, and shall not be responsible for inadequate or deficient contractors, subcontractors, materials, equipment or supplies. The Consultant is an agent on behalf of the Owner, but the parties are not partners or joint venturers with each other.

### Section 8. Escrow Agent Protections.

(a) Escrow Agent neither undertakes nor assumes any responsibility to review, inspect, supervise, approve or inform Consultant or Owner of any matter in connection with the Project, including matters relating to: (1) the plans and specifications; (2) architects, contractors, subcontractors and materialmen, or the workmanship of or materials used by any of them; or (3) the progress of the Project and its conformity with the plans and specifications; and Consultant and Owner shall rely entirely on their own judgment with respect to such matters and acknowledge that any review, inspection, supervision, approval or information supplied to Consultant or Owner by Escrow Agent in connection with such matters is solely for the protection of Escrow Agent and that neither Consultant nor Owner nor any third party is entitled to rely on it.

(b) By accepting or approving anything required to be performed or given to Escrow Agent under this Agreement, including any Draw Request, application, or certificate, Escrow Agent shall not be deemed to have warranted or represented the sufficiency or legal effect of the same or of the information or conclusions contained therein, and no such acceptance or approval shall constitute a warranty or representation by Escrow Agent to anyone. Any meetings between or among Escrow Agent, Owner and/or Consultant and their representatives and inspectors, and any exchange of any inspection or construction information between and among such shall be solely for the benefit of Escrow Agent and not for the benefit of Consultant, Owner or any other Person, and neither Consultant , Owner nor any such Person may rely thereon for any purpose. Escrow Agent shall be fully protected in acting in reliance upon any documents, instrument or agreement which Escrow Agent, in good faith, believes to be signed by the named party thereto. Escrow Agent shall in no event be responsible or liable to any person for the disbursement of, or failure to disburse, County Funds or any part thereof.

### ARTICLE III MISCELLANEOUS

Section 1. <u>Effective Date</u>. This Agreement shall take effect upon the receipt by the Escrow Agent of deposits of the County Funds (the "Effective Date").

Section 2. <u>Integrated Agreement</u>. This Agreement is made for the sole benefit and protection of the parties hereto and no other person or persons shall have any right of action or right to rely hereon. As this Agreement contains all the terms and conditions agreed upon between the parties, no other agreement regarding the subject matter thereof shall be deemed to exist or bind any party unless in writing and signed by the party to be charged. Notwithstanding the foregoing sentence or any other provision of this Agreement, this Agreement does not supersede and shall not be deemed to amend the Services Agreement. Section 3. <u>Complete Agreement</u>. This Agreement and the instructions and notices required or permitted to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof, and, subject to <u>Section 2</u> of this Article III, supersede any prior agreement and contemporaneous oral agreements of the parties concerning its subject matter.

Section 4. <u>Termination</u>. This Agreement shall continue in effect until Owner have notified Escrow Agent in writing that this Agreement is terminated. Upon receipt of such notice, the obligations of Escrow Agent hereunder with respect to the operation and maintenance of the Escrow Account after the receipt of such notice shall terminate. Escrow Agent reserves the right, unilaterally, to terminate this Agreement, such termination to be effective upon thirty (30) Business Days' written notice to Owner and Consultant. Upon termination of this Agreement, any funds on deposit in the Escrow Account shall be retuned to the Owner.

Indemnification. Escrow Agent shall not be liable for any Section 6. claims, suits, actions, costs, damages, liabilities or expenses ("Liabilities") in connection with the subject matter of this Agreement other than Liabilities caused by the gross negligence or willful misconduct of Escrow Agent. Consultant and Owner and their respective successors and assigns hereby agree to indemnify and hold harmless Escrow Agent and its directors, officers, employees and agents and the successors and assigns of Escrow Agent from and against any and all liabilities, legal fees, law suits or legal proceedings, including, without limitation, reasonable fees and disbursements of legal counsel incurred by Escrow Agent in any action or proceeding between Consultant, the Owner and Escrow Agent or between Escrow Agent and any third party or otherwise, without regard to the merit or lack of merit thereof, arising from or in connection with any acts or omissions taken by Escrow Agent or any director, officer, employee or agent of any of them, as applicable, in connection with this Agreement. Notwithstanding anything to the contrary contained herein, Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to Consultant or the County. Escrow Agent may execute any of its powers or perform any of its duties hereunder directly or through agents or attorneys and may consult with counsel, accountants and other skilled persons to be selected and retained by it at the cost and expense of Owner. Nothing contained herein shall be deemed to prohibit Escrow Agent from complying with its customary procedures in the event that it is served with any legal process with respect to the Escrow Account.

Section 7. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile machine, portable document format ("<u>PDF</u>") or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement. The effectiveness of any such documents and signatures shall, subject to applicable laws, have the same force and effect as manually signed originals and shall be binding on Consultant, Escrow Agent and the Owner. Owner may also require that any such documents and signatures be confirmed by a manually signed original thereof; *provided*,

*however*, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document or signature. No party may raise the use of a telecopier, facsimile machine, PDF or other electronic means, or the fact that any signature was transmitted through the use of a telecopier, facsimile machine, PDF or other electronic means, as a defense to the enforcement of this Agreement.

Section 8. <u>Successors and Assigns; Assignments</u>. This Agreement shall bind and inure to the benefit of and be enforceable by Escrow Agent, Consultant and Owner and their respective successors and assigns.

Section 9. <u>Governing Law and Venue</u>. This Agreement has been negotiated and entered in the State of California, and shall be governed by, construed and enforced in accordance with the internal laws of the State of California, applied to contracts made in California by California domiciliaries to be wholly performed in California.

Section 10. <u>Headings</u>. The section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 11. <u>Interpretation</u>. No provision in this Agreement is to be interpreted for or against either party because that party or his legal representatives drafted such provision.

Section 12. <u>Waiver</u>. No breach of any provision hereof may be waived unless in writing. Waiver of any one breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

Section 13. <u>Amendments: Other Agreements</u>. This Agreement may be amended from time to time in writing by all parties hereto. This Agreement is supplemented by the terms and conditions of the Deposit Agreements, and to the extent the terms of such Deposit Agreements conflict with this Agreement, the specific terms of this Agreement shall control; *provided*, *however*, that this Agreement shall not alter or affect any mandatory arbitration provision currently in effect between Escrow Agent and Consultant pursuant to the Deposit Agreements.

Section 14. <u>Severance</u>. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or enforceable, such provision will be deemed to be severed and deleted from the agreement as a whole and neither such provision, nor its severance and deletion shall in any way affect the validity of the remaining provisions of this Agreement.

Section 15. <u>Independent Advice of Counsel</u>. The parties hereto and each of them, represent and declare that in executing this Agreement they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims, and that they have not been influenced to any extent whatsoever in executing the same by any of the parties hereto or by any person representing them, or any of them.

Section 16. <u>Voluntary Agreement</u>. The parties hereto, and each of them, further represent and declare that they carefully read this Agreement and know the contents thereof, and that they sign the same freely and voluntarily.

Section 17. <u>Attorneys' Fees</u>. In the event of any dispute between the parties regarding this Agreement, the prevailing party shall be entitled to recover costs and expenses, including but not limited to reasonable attorneys' fees.

Section 18. <u>Notices</u>. All notices and requests required or permitted under this Agreement (a "<u>Notice</u>") shall be given in writing and shall be effective for all purposes if either hand delivered with receipt acknowledged, or by a nationally recognized overnight delivery service (such as Federal Express), or by certified or registered United States mail, return receipt requested, postage prepaid, or by facsimile or electronic mail, in each case addressed as follows (or to such other address or Person as a party shall designate from time to time by notice to the other party):

### (1) If to Escrow Agent:

Haven View Escrow 8429 White Oak Avenue, Suite 104 Rancho Cucamonga, CA 91730 Attn:

- If to Consultant:
   LBI Pacific II, LLC
   c/o LaBarge Industries, LLC
   3105 E. Guasti Road, Suite 100
   Ontario, CA 91761
   Attention: Joshua LaBarge
- If to Owner: Community Development and Housing Depart San Bernardino County
   385 North Arrowhead Ave Third Floor San Bernardino, CA 92415-0043 Attn: Community Development and Housing Director

A Notice shall be deemed to have been given: (i) if sent by hand delivery, upon delivery, or (ii) if sent by overnight courier, upon receipt, or (iii) if mailed, three (3) Business Days after mailing, or (iv) if transmitted by telecopy, upon confirmation of transmission, or (v) if by e-mail upon confirmation of actual receipt by the intended recipient.

Section 19. <u>Certain Matters Affecting Escrow Agent</u>. Escrow Agent may rely and shall be protected in acting or refraining from acting upon any notice (including but not limited to electronically confirmed facsimiles of such notice) believed by it to be genuine and to have been signed or presented by the proper party or parties. The duties and obligations of Escrow Agent set forth in this Agreement shall be determined solely by the express provisions of this Agreement, Escrow Agent shall not be liable except for the performance of such party's duties and obligations as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against Escrow Agent.

### [REMAINDER OF PAGE BLANK; SIGNATURE PAGES TO FOLLOW]

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IN WITNESS WHEREOF, each party has caused this Disbursement Account Control Agreement (Escrow Account) to be duly executed as of the Effective Date.

### CONSULTANT:

LBI Pacific II, LLC, a Nevada limited liability company

By: Joshua/P. LaBarge, Manager

SIGNATURE PAGE 1 OF 3 DISBURSEMENT ACCOUNT CONTROL AGREEMENT 1610\30\3253233.1

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### [COUNTERPART SIGNATURE PAGE TO DEPOSIT ACCOUNT CONTROL AGREEMENT (DISBURSEMENT ACCOUNT)]

### **OWNER:**

By:

SAN BERNARDINO COUNTY, a political subdivision of the State of California

Pete Mendoza, Interim Purchasing Director

ron 7 Date:

APPROVED AS TO LEGAL FORM:

TOM D. BUNTON County Counsel

By:

Suzahne Bryaht,

Deputy County Counsel

A.210.202 Date:

### [COUNTERPART SIGNATURE PAGE DEPOSIT ACCOUNT CONTROL AGREEMENT (DISBURSEMENT ACCOUNT)]

### **ESCROWAGENT:**

HAVEN VIEW ESCROW, a California corporation

By: <u>Mary Gilreath</u> Name: <u>Mary Gilreath</u> Title: <u>ESCIDW officer</u>

## EXHIBIT A

PROPERTY LEGAL DESCRIPTION

### EXHIBIT G

### COMPLIANCE WITH AMERICAN RESCUE PLAN ACT (ARPA) CORONAVIRUS LOCAL FISCAL RECOVERY FUND (CLFRF) FEDERAL GUIDELINES USE OF ARPA CLFRF AND REQUIREMENTS

This Agreement may be funded in whole or in part with funds provided by the American Rescue Plan Act - Coronavirus Local Fiscal Recovery Fund (ARPA), Federal Award Identification Number (FAIN): SLT0628 and Assistance Listing Number (formerly known as a CFDA number): 21.027, and therefore Contractor agrees to comply with any and all ARPA requirements in addition to any and all applicable County, State, and Federal laws, regulations, policies, and procedures pertaining to the funding of this Agreement. The use of the funds must also adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by Contractor or its subcontractor(s) in any manner that does not adhere to the ARPA requirements shall be returned or repaid to the County. Any funds paid to Contractor i) in excess of the amount to which Contractor is finally determined to be authorized to retain; ii) that are determined to have been misused; or iii) that are determined to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid, shall constitute a debt to the federal government. Contractor agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to the Act, and guidance issued by Treasury regarding the foregoing. Contractor shall provide for such compliance in any agreements with subcontractor(s).

Contractor agrees to comply with the following:

- A. In accordance with Title 2 Code of Federal Regulations (C.F.R.) Section 200.322, the non-Federal Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- **B.** In accordance with Title 2 C.F.R. Section 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances: Obligating or expending covered telecommunications and video surveillance services or equipment or services (as described in Title 2 C.F.R. Section 200.216) to: 1) Procure or obtain, extend or renew a contract to procure or obtain; 2) Enter into a contract (or extend or renew a contract) to procure; or 3) Obtain the equipment, services, or systems, as described in Title 2 C.F.R. Section 200.216 that uses covered telecommunications equipment or services as a substantial

or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and: (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure. and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (ii) Telecommunications or video surveillance services provided by such entities or using such equipment; and (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

- **C.** A non-Federal Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at Title 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- D. Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by Title 31 U.S.C. Section 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- E. Clean Air Act (42 U.S.C. Sections 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. Sections 1251-1389), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply

with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. Sections 7401-7671q) and the Federal Water Pollution Control Act as amend

- **F.** ed (33 U.S.C. Sections1251-1389).
- G. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under Title 37 C.F.R. Section 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Title 33 U.S.C. Sections 1251-1387 recipient or subrecipient must comply with the requirements of Title 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- **H.** Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708). Where applicable, all contracts awarded by the non-Federal Contractor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with Title 40 U.S.C. Sections 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Title 40 U.S.C. Section 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of Title 40 U.S.C. Section 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- I. Davis-Bacon Act, as amended (40 U.S.C. Sections 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. Sections 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal contractor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal Contractor must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874 and 40 U.S.C. Section 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each

contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal contractor must report all suspected or reported violations to the Federal awarding agency.

- i. The Contractor and all Subcontractors and Sub-subcontractors are required to pay their employees and workers a wage not less than the minimum wage for the work classification as specified in both the Federal and California wage decisions. See Exhibit "B" for additional information regarding California Prevailing Wage Rate Requirements and the applicable general prevailing wage determinations which are on file with the County and are available to any interested party on request. The higher of the two applicable wage determinations, either California prevailing wage or Davis-Bacon Federal prevailing wage, will be enforced for all applicable work/services under this Contract.
- J. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by Title 41 U.S.C. Section 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- **K.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal Contractor including the manner by which it will be effected and the basis for settlement.
- L. Equal Employment Opportunity. Except as otherwise provided under Title 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in Title 41 C.F.R. Section 60-1.3 must include the equal opportunity clause provided under Title 41 C.F.R. Section 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The identified clause is below and Contractor shall comply with the clause and all legal requirements and include the equal opportunity clause in each of its nonexempt subcontracts.
  - i. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at Title 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive

Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

M. Data Collection Requirements – Contractor agrees to collect pre-post data per County, and United States Treasury guidelines and timeline, for project tracking and monitoring and various reporting purposes. Data including, but not limited to: Required Project Demographic Distribution Data; Required Performance Indicators and Programmatic Data; Required Expenditure Report Data; and Required Program Evaluation Data. Contractor agrees to track and monitor data in a quantifiable and reportable database - retrievable collective data that needs to be available to County, State or Federal governments upon request.

- N. Data Submission Requirements Contractor agrees to furnish data to the County upon request, per County, and United States Treasury guidelines and timeline, for project tracking and monitoring and various reporting purposes. Data including, but not limited to: Required Project Demographic Distribution Data; Required Performance Indicators and Programmatic Data; Required Expenditure Report Data; Required Program Evaluation Data. Contractor agrees to track and monitor data in a quantifiable and reportable database retrievable collective data that needs to be available at request.
- **O.** Project Progress Reporting Contractor agrees to provide project timeline and progress updates to the County upon request, per County, and United States Treasury guidelines and timeline. Contractor agrees to routine and impromptu program and project evaluation by the County.
- P. Contractor shall comply with Title 2 Code of Federal Regulations Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including, but not limited to, Title 2 C.F.R. Section 200.303 (internal control), Title 2 C.F.R. Sections 200.331 through 200.333 (subrecipient monitoring and management), and Title 2 C.F.R. Part 200 Subpart F (audit requirements), as these sections currently exist or may be amended. The use of funds must also adhere to official federal guidance issued or to be issued on what constitutes an eligible expenditure. Any funds expended by Contractor or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the County. Contractor agrees to comply with all official guidance regarding the ARPA CLFRF. Contractor also agree that as additional federal guidance becomes available, an amendment to this Contract may become necessary. If an amendment is required, Contractor agrees to promptly execute the Contract amendment.
- **Q.** Contractor shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with Title 2 C.F.R. Section 200.334 (retention requirements for records). Such documentation shall be produced to County upon request and may be subject to audit. Unless otherwise provided by Federal or State law (whichever is the most restrictive), Contractor shall maintain all documentation connected with its performance under this Contract for a minimum of five (5) years from the date of the last payment made by County or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of the County, the State or the United States Government during normal business hours at Contractor. Copies will be made and furnished by Contractor upon written request by County.
- **R.** Contractor shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Contractor's requests for reimbursement which segregate and accumulate costs of Contractor and produce monthly reports which clearly identify reimbursable costs, matching fund costs (if applicable), and other allowable

expenditures by Contractor. Contractor shall provide a monthly report of expenditures under this Contract no later than the 20<sup>th</sup> day of the following month.

- **S.** Contractor shall cooperate in having an audit completed by County, at County's option and expense. Any audit required by ARPA CLFRF and its regulation and United States Treasury guidance will be completed by Contractor at Contractor's expense.
- T. Contractor shall repay to County any reimbursement for ARPA CLFRF funding that is determined by subsequent audit to be unallowable under the ARPA CLFRF within the time period required by the ARPA CLFRF, but no later than one hundred twenty (120) days of Contractor receiving notice of audit findings, which time shall include an opportunity for Contractor to respond to and/or resolve the findings. Should the findings not be otherwise resolved and Contractor fail to reimburse moneys due County within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both parties or required by the ARPA CLFRF, County reserves the right to withhold future payments due Contractor from any source under County's control.
- U. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Title 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply.
- V. Universal Identifier and System for Award Management (SAM), Title 2 C.F.R. Part 25.
- W. Reporting Subaward and Executive Compensation Information, Title 2 C.F.R. Part 170.
- X. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement), Title 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to Title 2 C.F.R. Part 180 and Treasury's implementing regulation at Title 31 C.F.R. Part 19. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 C.F.R. Section 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at Title 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- **Y.** Recipient Integrity and Performance Matters, pursuant to which the award terms set forth in Title 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- Z. Government Requirements for Drug-Free Workplace, Title 31 C.F.R. Part 20.
- AA. New Restrictions on Lobbying, Title 31 C.F.R. Part 21.

- **BB.** Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. Sections 4601-4655) and implementing regulations.
- **CC.** Applicable Federal environmental laws and regulations.
- **DD.** Statutes and regulations prohibiting discrimination include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) and Treasury's implementing regulations at Title 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- **EE.** Contractor understands that making false statements or claims in connection with the ARPA funded activities is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- **FF.** Any publications produced with ARPA funds must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLT-0628 awarded to San Bernardino County by the U.S. Department of Treasury."
- **GG.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is being encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- **HH.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is being encouraged to adopt and enforce policies that ban text messaging while driving and establishing workplace safety policies to decrease accidents caused by distracted drivers.

- **II.** As a recipient of federal financial assistance, the Civil Rights Restoration Act of 1987 applies, and Contractor assures that it:
  - i. Ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. Sections 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at Title 31 C.F.R. Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda and/or guidance documents.
  - ii. Acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities, because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail provide language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication.
  - iii. Agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities.
  - iv. Agrees to maintain a complaint log of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.
- **JJ.** The County must include the following language in every contract or agreement subject to Title VI and its regulations:

"The sub-grantee, contractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or nation origin (42 U.S.C. Section 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, Title 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. Section 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, Title 31 C.F.R. Sections Part 22, and herein incorporated by reference and made a part of this contract or agreement."

- **KK.** Contractor shall cooperate in any enforcement or compliance review activities by the County and/or the Department of the Treasury. Contractor shall comply with information requests, on-site compliance reviews, and reporting requirements.
- LL. Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c), regulations adopted by Treasury implementing those sections, and guidance issued by Treasury regarding the foregoing.
- **MM.** County has the right of access to records (electronic or otherwise) of Contractor in order to conduct audits or other investigations.
- **NN.** Contractor shall maintain records for a period of five (5) years after the completion of the contract or a period of five (5) years after the last reporting date the County is obligated with the Department of the U.S. Treasury, whichever is later.
- **OO.** Contractor must disclose in writing any potential conflict of interest in accordance with Title 2 C.F.R. Section 200.112.
- **PP.**In accordance with Title 41 U.S.C. Section 4712, subrecipient or Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following: (i) A member of Congress or a representative of a committee of Congress; (ii) An Inspector General; (iii) The Government Accountability Office; (iv) A Treasury employee responsible for contract or grant oversight or management; (v) An authorized official of the Department of Justice or other law enforcement agency; (vi) A court or grand jury; or (vii) A management official or other employee of Recipient, subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. Subrecipient or Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**QQ.** County and Contractor acknowledge that if additional federal guidance is issued, an amendment to this Contract may be necessary. In the event any of the terms in this Exhibit conflict with any other terms in the Contract, the terms in this Exhibit shall control.

Plan to Obtain Site Control

# **Property Information Management System**

San Bernardino County Office of the Assessor



PIMS PACKAGE REPORT FOR PARCEL 1191-141-37-0000



# **Property Information**

Property Address (Main Situs) Protected per CA. Govt. Code Sect. 6254.21 Protected per CA. Govt. Code Sect. 6254.21

**Owner and Mailing Address** COUNTY OF SAN BERNARDINO

C/O SAN BERNARDINO CTY REAL ESTATE SERV DEPT Protected per CA. Govt. Code Sect. 6254.21 Protected per CA. Govt. Code Sect. 6254.21

Effective Date 03/23/2021

Parcel 1191141370000

Parcel Status ACTIVE

Parcel Type REAL PROPERTY

Property ID

Tax Status EXEMPT FROM ASSESSMENT

Use Code ELEM SCH

Land Access PUBLIC PAVED

Size 3.501 TO 7.000 ACRES

Land Type SINGLE FAMILY RESIDENTIAL

District SAN BERNARDINO

Resp Group REAL PROPERTY

Resp Unit RES ZONE(MAX 14 UTS)&USE EX HPC/MHM(1-14 UTS,CHURC

#### **Current Owners**

Name COUNTY OF SAN BERNARDINO

**Document Numbers** 

20200480172

% Int 100.0000000 Type BILLED OWNER

**R/I** SOLE OWNER

Acquisition Date 11/19/2020

**Document Date** 11/30/2020

Inactive Date NONE

Legal Parcel Map					
Parcel Map Parcel Nbr Unit Book Page					
5102	1191141370000				

Legal Description

PARCEL MAP 5102 PARCEL 3

-

No Legal Reason for Change Found

No Active Homeowner's Exemptions Found



Prior R	oli History	
Yea	r: 2021	
'184	Land Value	
10	Improvement Value	
	Improvement Penalty	
	Pers Prop Value	
191141370000	Pers Prop Penalty	
COUNTY OF SAN BERNARDINO	Total Penalties	
	Total Value	
	HOX Exemptions	
	Special Exemptions	
	Net Value	
Yea	r: 2020	
'184	Land Value	109,10
10	Improvement Value	421,06
6/28/2021	Improvement Penalty	
201	Pers Prop Value	
191141370000	Pers Prop Penalty	
SALVATION ARMY	Total Penalties	
	Total Value	530,17
	HOX Exemptions	
	Special Exemptions	201,46
	Net Value	328,70

# **Prior Roll History**



TRA 7184 Land Value 1	
	106,968
lement NO Improvement Value 4	412,812
on Date Improvement Penalty	0
n Code Pers Prop Value	0
Parcel 1191141370000 Pers Prop Penalty	0
Owner         SALVATION ARMY         Total Penalties	0
Owner Total Value 5	519,780
HOX Exemptions	0
Special Exemptions 5	519,780
Net Value	0
Year: 2018	
TRA 7184Land Value1	104,871
lement NO Improvement Value 4	404,718
on Date Improvement Penalty	0
n Code Pers Prop Value	0
Parcel 1191141370000 Pers Prop Penalty	0
Owner         SALVATION ARMY         Total Penalties	0
Owner Total Value 5	509,589
HOX Exemptions	0
Special Exemptions 5	509,589
Net Value	0



102,815	Land Value	7184	TRA
396,782	Improvement Value	NO	Supplement
0	Improvement Penalty	12/01/2017	<b>Correction Date</b>
0	Pers Prop Value	523N	<b>Correction Code</b>
0	Pers Prop Penalty	1191141370000	Original Parcel
0	Total Penalties	SALVATION ARMY	Billed Owner
499,597	Total Value		Joint Owner
0	HOX Exemptions		
499,597	Special Exemptions		
0	Net Value		
	r: 2016	Yea	
100,799	Land Value	7184	TRA
389,002	Improvement Value	NO	Supplement
0	Improvement Penalty	12/01/2017	<b>Correction Date</b>
0	Pers Prop Value	523N	<b>Correction Code</b>
0	Pers Prop Penalty	1191141370000	Original Parcel
0	Total Penalties	SALVATION ARMY	Billed Owner
489,801	Total Value		Joint Owner
0	HOX Exemptions		
489,801	Special Exemptions		
0	Net Value		



99,285	Land Value	<b>TRA</b> 7184
354,611	Improvement Value	Supplement YES
0	Improvement Penalty	Correction Date
0	Pers Prop Value	Correction Code
0	Pers Prop Penalty	Original Parcel 1191141370000
0	Total Penalties	Billed Owner SALVATION ARMY
453,896	Total Value	Joint Owner
0	HOX Exemptions	
453,896	Special Exemptions	
0	Net Value	
	:: 2014	Yea
97,340	Land Value	<b>TRA</b> 7184
327,370	Improvement Value	Supplement NO
0	Improvement Penalty	Correction Date
0	Pers Prop Value	Correction Code
0	Pers Prop Penalty	Original Parcel 1191141370000
0	Total Penalties	Billed Owner SALVATION ARMY
424,710	Total Value	Joint Owner
0	HOX Exemptions	
424,710	Special Exemptions	
0	Net Value	



<b>TRA</b> 7184	Land Value	96,900
Supplement NO	Improvement Value	325,890
orrection Date	Improvement Penalty	0
prrection Code	Pers Prop Value	0
Driginal Parcel 1191141370000	Pers Prop Penalty	0
Billed Owner SALVATION ARMY	Total Penalties	0
Joint Owner	Total Value	422,790
	HOX Exemptions	0
	Special Exemptions	422,790
	Net Value	0
Yea	r: 2012	
<b>TRA</b> 7184	Land Value	95,000
Supplement NO	Improvement Value	319,500
orrection Date	Improvement Penalty	0
prrection Code	Pers Prop Value	0
Driginal Parcel 1191141370000	Pers Prop Penalty	0
Billed Owner SALVATION ARMY	<b>Total Penalties</b>	0
Joint Owner	Total Value	414,500
	HOX Exemptions	0
	Special Exemptions	414,500
	Net Value	0



TRA	7184	Land Value	241,678
Supplement	YES	Improvement Value	943,826
<b>Correction Date</b>	08/04/2011	Improvement Penalty	0
<b>Correction Code</b>	120D	Pers Prop Value	0
<b>Original Parcel</b>	1191141370000	Pers Prop Penalty	0
Billed Owner	BANNER ELEMENTARY	Total Penalties	0
Joint Owner		Total Value	1,185,504
		HOX Exemptions	0
		Special Exemptions	1,185,504
		Net Value	0
		Year: 2010	
TRA	7184	Land Value	239,872
Supplement	NO	Improvement Value	936,772
Correction Date	07/25/2011	Improvement Penalty	0
<b>Correction Code</b>	240D	Pers Prop Value	0
<b>Original Parcel</b>	1191141370000	Pers Prop Penalty	0
Billed Owner	BANNER ELEMENTARY	Total Penalties	0
Joint Owner		Total Value	1,176,644
		HOX Exemptions	0
		Special Exemptions	1,058,980
		Net Value	117,664



240,442	Land Value	7184	TRA
938,997	Improvement Value	NO	Supplement
0	Improvement Penalty	06/23/2010	<b>Correction Date</b>
0	Pers Prop Value	250D	<b>Correction Code</b>
0	Pers Prop Penalty	1191141370000	<b>Original Parcel</b>
0	<b>Total Penalties</b>	BANNER ELEMENTARY	Billed Owner
1,179,439	Total Value		Joint Owner
0	HOX Exemptions		
1,002,523	Special Exemptions		
176,916	Net Value		
	Year: 2008		
235,727	Land Value	7184	TRA
920,585	Improvement Value	NO	Supplement
0	Improvement Penalty	06/23/2010	Correction Date
0	Pers Prop Value	250D	<b>Correction Code</b>
0	Pers Prop Penalty	1191141370000	Original Parcel
0	<b>Total Penalties</b>	BANNER ELEMENTARY	Billed Owner
1,156,312	Total Value		Joint Owner
0	HOX Exemptions		
982,865	Special Exemptions		
173,447	Net Value		



231,105	Land Value	7184	TRA
902,534	Improvement Value	NO	Supplement
0	Improvement Penalty	06/23/2010	<b>Correction Date</b>
0	Pers Prop Value	250D	<b>Correction Code</b>
0	Pers Prop Penalty	1191141370000	<b>Original Parcel</b>
0	Total Penalties	BANNER ELEMENTARY	Billed Owner
1,133,639	Total Value		Joint Owner
0	HOX Exemptions		
963,593	Special Exemptions		
170,046	Net Value		
	Year: 2006		
226,574	Land Value	7184	TRA
884,837	Improvement Value	NO	Supplement
0	Improvement Penalty	06/23/2010	<b>Correction Date</b>
0	Pers Prop Value	250D	<b>Correction Code</b>
0	Pers Prop Penalty	1191141370000	Original Parcel
0	Total Penalties	BANNER ELEMENTARY	Billed Owner
1,111,411	Total Value		Joint Owner
0	HOX Exemptions		
944,699	Special Exemptions		
166,712	Net Value		



222,131	Land Value	7184	TRA
867,487	Improvement Value	NO	Supplement
0	Improvement Penalty	06/23/2010	<b>Correction Date</b>
0	Pers Prop Value	120D	<b>Correction Code</b>
0	Pers Prop Penalty	1191141370000	<b>Original Parcel</b>
0	Total Penalties	BANNER ELEMENTARY	Billed Owner
1,089,618	Total Value		Joint Owner
0	HOX Exemptions		
1,089,618	Special Exemptions		
0	Net Value		
	Year: 2004		
217,775	Land Value	7184	TRA
850,477	Improvement Value	NO	Supplement
0	Improvement Penalty	09/10/2004	Correction Date
0	Pers Prop Value	240D	Correction Code
0	Pers Prop Penalty	1191141370000	Original Parcel
0	Total Penalties	BANNER ELEMENTARY	Billed Owner
1,068,252	Total Value		Joint Owner
0	HOX Exemptions		
961,427	Special Exemptions		
106,825	Net Velue		
100,023	Net Value		



<b>TRA</b> 7184	Land Value	213,784
Supplement NO	Improvement Value	834,890
Correction Date	Improvement Penalty	0
Correction Code	Pers Prop Value	0
Original Parcel 1191141370000	Pers Prop Penalty	0
Billed Owner BANNER ELEMENTARY	Total Penalties	0
Joint Owner	Total Value	1,048,674
	HOX Exemptions	0
	Special Exemptions	1,048,674
	Net Value	0
	Year: 2002	
<b>TRA</b> 7184	Land Value	209,592
Supplement NO	Improvement Value	818,520
Correction Date	Improvement Penalty	0
Correction Code	Pers Prop Value	0
Original Parcel 1191141370000	Pers Prop Penalty	0
Billed Owner BANNER ELEMENTARY	Total Penalties	0
Joint Owner	Total Value	1,028,112
	HOX Exemptions	0
	Special Exemptions	1,028,112
	Net Value	0



TRA	7184	Land Value	205,482
Supplement	NO	Improvement Value	802,471
Correction Date	07/08/2002	Improvement Penalty	0
<b>Correction Code</b>	523N	Pers Prop Value	0
<b>Original Parcel</b>	0286061490000	Pers Prop Penalty	0
Billed Owner	BANNER ELEMENTARY	Total Penalties	0
Joint Owner		Total Value	1,007,953
		HOX Exemptions	0
		Special Exemptions	1,007,953
		Net Value	0
		Year: 2000	
TRA	7184	Land Value	201,453
Supplement	NO	Improvement Value	786,736
Correction Date	07/08/2002	Improvement Penalty	0
Correction Code	523N	Pers Prop Value	0
Original Parcel	0286061490000	Pers Prop Penalty	0
Billed Owner	BANNER ELEMENTARY	Total Penalties	0
Joint Owner		Total Value	988,189
		HOX Exemptions	0
		Special Exemptions	988,189
		Net Value	0



<b>TRA</b> 7184	Land Value	197,503
Supplement YES	Improvement Value	748,761
Correction Date	Improvement Penalty	0
Correction Code	Pers Prop Value	0
Original Parcel 0286061490000	Pers Prop Penalty	0
Billed Owner BANNER ELEMENTARY	Total Penalties	0
Joint Owner	Total Value	946,264
	HOX Exemptions	0
	Special Exemptions	852,892
	Net Value	93,372
Ye	ear: 1998	
<b>TRA</b> 7184	Land Value	193,916
Supplement NO	Improvement Value	735,161
Correction Date	Improvement Penalty	0
Correction Code	Pers Prop Value	0
Original Parcel 0286061490000	Pers Prop Penalty	0
Billed Owner BANNER ELEMENTARY	Total Penalties	0
Joint Owner	Total Value	929,077
	HOX Exemptions	0
	Special Exemptions	929,077
	Net Value	0



190,114	Land Value	<b>TRA</b> 7184	TRA
720,746	Improvement Value	plement NO	Supplement
0	Improvement Penalty	on Date	<b>Correction Date</b>
0	Pers Prop Value	on Code	<b>Correction Code</b>
0	Pers Prop Penalty	I Parcel 0286061490000	<b>Original Parcel</b>
0	Total Penalties	d Owner BANNER ELEMENTARY	Billed Owner
910,860	Total Value	t Owner	Joint Owner
0	HOX Exemptions		
910,860	Special Exemptions		
0	Net Value		
	Year: 1996		
186,386	Land Value	<b>TRA</b> 7184	TRA
706,614	Improvement Value	plement NO	Supplement
0	Improvement Penalty	on Date 11/18/1998	Correction Date
0	Pers Prop Value	on Code 523	Correction Code
0	Pers Prop Penalty	I Parcel 0286061490000	Original Parcel
0	Total Penalties	d Owner BANNER ELEMENTARY	Billed Owner
893,000	Total Value	t Owner	Joint Owner
0	HOX Exemptions		
893,000	Special Exemptions		
0	Net Value		



<b>TRA</b> 7184	Land Value	184,340
Supplement YES	Improvement Value	674,131
Correction Date	Improvement Penalty	0
Correction Code	Pers Prop Value	0
Original Parcel 0286061490000	Pers Prop Penalty	0
Billed Owner BANNER ELEMENTARY	Total Penalties	0
Joint Owner	Total Value	858,471
	HOX Exemptions	0
	Special Exemptions	858,471
	Net Value	0
Ye	ear: 1994	
<b>TRA</b> 7184	Land Value	182,173
Supplement NO	Improvement Value	666,203
Correction Date	Improvement Penalty	0
Correction Code	Pers Prop Value	0
Original Parcel 0286061490000	Pers Prop Penalty	0
Billed Owner BANNER ELEMENTARY	Total Penalties	0
Joint Owner	Total Value	848,376
	HOX Exemptions	0
	Special Exemptions	848,376
	Net Value	0



TRA	7184	Land Value	178,601
Supplement	YES	Improvement Value	584,513
<b>Correction Date</b>		Improvement Penalty	0
<b>Correction Code</b>		Pers Prop Value	0
<b>Original Parcel</b>	0286061490000	Pers Prop Penalty	0
Billed Owner	BANNER ELEMENTARY	Total Penalties	0
Joint Owner		Total Value	763,114
		HOX Exemptions	0
		Special Exemptions	763,114
		Net Value	0
		Year: 1992	
TRA	7184	Land Value	175,099
Supplement	NO	Improvement Value	573,052
Correction Date		Improvement Penalty	0
<b>Correction Code</b>		Pers Prop Value	0
Original Parcel	0286061490000	Pers Prop Penalty	0
Billed Owner	BANNER ELEMENTARY	Total Penalties	0
Joint Owner		Total Value	748,151
		HOX Exemptions	0
		Special Exemptions	748,151
		Net Value	0



TRA	7184	Land Value	171,666
Supplement	NO	Improvement Value	561,816
<b>Correction Date</b>		Improvement Penalty	0
<b>Correction Code</b>		Pers Prop Value	0
<b>Original Parcel</b>	0286061490000	Pers Prop Penalty	0
Billed Owner	BANNER ELEMENTARY	Total Penalties	0
Joint Owner		Total Value	733,482
		HOX Exemptions	0
		Special Exemptions	733,482
		Net Value	0
		Year: 1990	
TRA	7000	Land Value	45,869
Supplement	NO	Improvement Value	229,888
<b>Correction Date</b>		Improvement Penalty	0
<b>Correction Code</b>		Pers Prop Value	11,716
Original Parcel	0286061490000	Pers Prop Penalty	0
Billed Owner	BANNER ELEMENTARY	Total Penalties	0
Joint Owner		Total Value	287,473
		HOX Exemptions	0
		Special Exemptions	0
		Net Value	287,473



lue 44,970	Land Value	7000	TRA
lue 225,380	Improvement Value	NO	Supplement
alty 0	Improvement Penalty		<b>Correction Date</b>
lue 11,486	Pers Prop Value		<b>Correction Code</b>
alty 0	Pers Prop Penalty	0286061490000	<b>Original Parcel</b>
ies 0	Total Penalties	MINER, ROBERT E SR AND KATHRYN K	Billed Owner
lue 281,836	Total Value		Joint Owner
ons 0	HOX Exemptions		
<b>ons</b> 0	Special Exemptions		
lue 281,836	Net Value		
	1988	Year	
lue 44,088	Land Value	7000	TRA
lue 220,961	Improvement Value	NO	Supplement
alty 0	Improvement Penalty		<b>Correction Date</b>
lue 11,261	Pers Prop Value		<b>Correction Code</b>
alty 0	Pers Prop Penalty	0286061490000	<b>Original Parcel</b>
i <b>es</b> 0	Total Penalties	MINER, ROBERT E SR AND KATHRYN K	Billed Owner
lue 276,310	Total Value		Joint Owner
<b>ons</b> 0	HOX Exemptions		
<b>ons</b> 0	Special Exemptions		
lue 276,310	Net Value		



43,224	Land Value	7000	TRA
216,628	Improvement Value	NO	Supplement
0	Improvement Penalty		<b>Correction Date</b>
11,040	Pers Prop Value		<b>Correction Code</b>
0	Pers Prop Penalty	0286061490000	<b>Original Parcel</b>
0	Total Penalties	MINER, ROBERT E SR AND KATHRYN K	Billed Owner
270,892	Total Value		Joint Owner
0	HOX Exemptions		
0	Special Exemptions		
270,892	Net Value		
	1986	Year	
42,376	Land Value	7000	TRA
212,380	Improvement Value	NO	Supplement
0	Improvement Penalty		<b>Correction Date</b>
10,824	Pers Prop Value		<b>Correction Code</b>
0	Pers Prop Penalty	0286061490000	Original Parcel
0	Total Penalties	MINER, ROBERT E SR AND KATHRYN K	Billed Owner
265,580	Total Value		Joint Owner
0	HOX Exemptions		
0	Special Exemptions		
265,580	Net Value		



<b>TRA</b> 7000	Land Value	41,545
Supplement NO	Improvement Value	208,216
Correction Date	Improvement Penalty	0
Correction Code	Pers Prop Value	10,612
Original Parcel 0286061490000	Pers Prop Penalty	0
Billed Owner MINER, ROBERT E SR AND KATHRYN K	Total Penalties	0
Joint Owner	Total Value	260,373
	HOX Exemptions	0
	Special Exemptions	0
	Net Value	260,373
Year	: 1984	
<b>TRA</b> 7000	Land Value	40,730
Supplement NO	Improvement Value	204,133
Correction Date	Improvement Penalty	0
Correction Code	Pers Prop Value	10,404
Original Parcel 0286061490000	Pers Prop Penalty	0
Billed Owner MINER, ROBERT E SR AND KATHRYN K	Total Penalties	0
Joint Owner	Total Value	255,267
	HOX Exemptions	0
	Special Exemptions	0
	Net Value	255,267



39,931	Land Value	7000	TRA
200,130	Improvement Value	NO	Supplement
0	Improvement Penalty		<b>Correction Date</b>
10,200	Pers Prop Value		<b>Correction Code</b>
0	Pers Prop Penalty	0286061490000	Original Parcel
0	Total Penalties	MINER, ROBERT E SR AND KATHRYN K	Billed Owner
250,261	Total Value		Joint Owner
0	HOX Exemptions		
0	Special Exemptions		
250,261	Net Value		
	1982	Year:	
39,535	Land Value	7000	TRA
198,148	Improvement Value	NO	Supplement
0	Improvement Penalty		<b>Correction Date</b>
10,000	Pers Prop Value		<b>Correction Code</b>
0	Pers Prop Penalty	0286061490000	<b>Original Parcel</b>
0	Total Penalties	MINER, ROBERT E SR AND KATHRYN K	Billed Owner
247,683	Total Value		Joint Owner
0	HOX Exemptions		
0	Special Exemptions		
247,683	Net Value		



<b>TRA</b> 0	Land Value	38,760
Supplement NO	Improvement Value	128,380
Correction Date	Improvement Penalty	0
Correction Code	Pers Prop Value	7,000
Original Parcel 0286061490000	Pers Prop Penalty	0
Billed Owner	<b>Total Penalties</b>	0
Joint Owner	Total Value	174,140
	HOX Exemptions	0
	Special Exemptions	0
	Net Value	174,140
Ye	ear: 1980	
<b>TRA</b> 0	Land Value	9,500
Supplement NO	Improvement Value	10,500
Correction Date	Improvement Penalty	0
Correction Code	Pers Prop Value	0
Original Parcel 0286061490000	Pers Prop Penalty	0
Billed Owner	<b>Total Penalties</b>	0
Joint Owner	Total Value	20,000
	HOX Exemptions	0
	Special Exemptions	0
	Net Value	20,000



Parcel History			
Event Date	01/01/2021	Multi Parcel List	
Event Group/Type	PROCESS APPLICATION		
Multi Parcel	FOR SPECIAL EXEMPTION No		
Event Date	11/30/2020	Multi Parcel List	
Event Group/Type	TRANSFER - 100% PER	1191141420000 PRT-TRF	
Multi Parcel	RECORDED DOCUMENT Yes	1191141360000 TOT-TRF	
Wull Falce		1191141370000 TOT-TRF	
		1191141380000 TOT-TRF	
		1191141400000 TOT-TRF	
Event Date	11/19/2020	Multi Parcel List	
Event Group/Type	TRANSFER - 100% PER	1191141420000 PRT-TRF	
Malt Danal	RECORDED DOCUMENT Yes	1191141360000 TOT-TRF	
Multi Parcel	Tes	1191141370000 TOT-TRF	
		1191141380000 TOT-TRF	
		1191141400000 TOT-TRF	
Event Date	01/01/2020	Multi Parcel List	
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION		
Multi Parcel	No		
Event Date	01/01/2019	Multi Parcel List	
Event Group/Type	PROCESS APPLICATION		
Multi Danaal	FOR SPECIAL EXEMPTION		
Multi Parcel			
Event Date	01/01/2018	Multi Parcel List	
Event Group/Type	PROCESS APPLICATION		
	FOR SPECIAL EXEMPTION		
Multi Parcel	No		
Event Date	01/01/2017	Multi Parcel List	
Event Group/Type	PROCESS APPLICATION		
Event Group/Type	FOR SPECIAL EXEMPTION		
Multi Parcel	No		

Event Date Event Group/Type Multi Parcel	12/30/2016 NEW CONST - IN PROGRESS ON LIEN DATE No	Multi Parcel List
Event Date Event Group/Type Multi Parcel	01/01/2016 PROCESS APPLICATION FOR SPECIAL EXEMPTION No	Multi Parcel List
Event Date Event Group/Type Multi Parcel	12/29/2015 PROCESS APPLICATION FOR SPECIAL EXEMPTION No	Multi Parcel List
Event Date Event Group/Type Multi Parcel	12/29/2015 NEW CONST - ADDITION WORKED PER INSPECTION No	Multi Parcel List
Event Date Event Group/Type Multi Parcel	01/01/2015 PROCESS APPLICATION FOR SPECIAL EXEMPTION No	Multi Parcel List
Event Date Event Group/Type Multi Parcel	12/30/2014 NEW CONST - IN PROGRESS ON LIEN DATE No	Multi Parcel List
Event Date Event Group/Type Multi Parcel	01/01/2014 PROCESS APPLICATION FOR SPECIAL EXEMPTION No	Multi Parcel List
Event Date Event Group/Type Multi Parcel	01/01/2013 PROCESS APPLICATION FOR SPECIAL EXEMPTION No	Multi Parcel List

Event Date Event Group/Type	01/01/2012 PROCESS APPLICATION	Multi Parcel List
Multi Parcel	FOR SPECIAL EXEMPTION No	
Event Date	07/01/2011	Multi Parcel List
Event Group/Type Multi Parcel	TRANSFER - 100% PER RECORDED DOCUMENT Yes	1191141420000 PRT-TRF 1191141360000 TOT-TRF 1191141370000 TOT-TRF
		1191141380000 TOT-TRF 1191141400000 TOT-TRF
Event Date Event Group/Type	01/01/2011 PROCESS APPLICATION FOR SPECIAL EXEMPTION	Multi Parcel List
Multi Parcel	No	
Event Date Event Group/Type	01/01/2010 PROCESS APPLICATION FOR SPECIAL EXEMPTION	Multi Parcel List
Multi Parcel Event Date	No 01/01/2010	Multi Parcel List
Event Group/Type Multi Parcel	PROCESS APPLICATION FOR SPECIAL EXEMPTION No	
Event Date	12/31/2009	Multi Parcel List
Event Group/Type Multi Parcel	REVIEW - PROP 8 INITIATED BY TAXPAYER No	
Event Date	01/01/2009	Multi Parcel List
Event Group/Type Multi Parcel	PROCESS APPLICATION FOR SPECIAL EXEMPTION No	
Event Date	01/01/2008	Multi Parcel List
Event Group/Type Multi Parcel	PROCESS APPLICATION FOR SPECIAL EXEMPTION No	



Event Date	01/01/2007	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	01/01/2006	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
	/ /	
Event Date	01/01/2005	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
	01/01/2004	
Event Date	01/01/2004	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	01/01/2003	Multi Parcel List
Event Group/Type	PROCESS APPLICATION	
Multi Parcel	FOR SPECIAL EXEMPTION	
Event Date	03/28/2002	Multi Parcel List
Event Group/Type	CREATE - REPAR	1191141370000 REP-NEW
Multi Parcel	Yes	0286061490000 REP-OLD
Event Date	01/01/2002	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	01/01/2001	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	



Event Date	01/01/2000 PROCESS APPLICATION	Multi Parcel List
Event Group/Type	FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	07/01/1999	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	07/01/1999	Multi Parcel List
Event Group/Type	NEW CONST - ADDITION WORKED PER INSPECTION	
Multi Parcel	No	
Event Date	01/01/1999	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	01/01/1998	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	01/01/1997	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	03/01/1996	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	02/15/1996	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	



Event Date	02/15/1996	Multi Parcel List
Event Group/Type	NEW CONST - WORKED IN	
Multi Parcel	OLD SYSTEM No	
Event Date	03/01/1995	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	03/01/1994	Multi Parcel List
Event Group/Type	PROCESS APPLICATION FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Front Data	07/01/1993	Multi Devent Lint
Event Date	PROCESS APPLICATION	Multi Parcel List
Event Group/Type	FOR SPECIAL EXEMPTION	
Multi Parcel	No	
Event Date	07/01/1993	Multi Parcel List
Event Group/Type	NEW CONST - WORKED IN	
Multi Parcel	OLD SYSTEM No	
Event Date	03/01/1993	Multi Parcel List
Event Group/Type	PROCESS APPLICATION	
Multi Parcel	FOR SPECIAL EXEMPTION	
Event Date	06/16/1989	Multi Parcel List
Event Group/Type	TRANSFER - WORKED IN OLD SYSTEM (100% OR	
Multi Parcel	PARTIAL) No	
	04/20/1979	Multi Davis 111 d
Event Date	CREATE - SPLIT	Multi Parcel List
Event Group/Type	Yes	0286061490000 NEW-SPL 0286061420000 OLD-SPL
Multi Parcel	1 60	



## **Ownership History**

**Owner Name: COUNTY OF SAN BERNARDINO** 

R/I SOLE OWNER

% Int 100.0000000

Type BILLED OWNER

Acquisition Date 11/19/2020

Document Date 11/30/2020

Inactive Date NONE

#### **Owner Name: (DT ERR) COUNTY OF SAN BERNARDINO**

**R/I** CORPORATION

% Int 100.000000

Type BILLED OWNER

Acquisition Date 11/30/2020

Document Date 11/30/2020

Inactive Date 11/29/2020

### **Owner Name: SALVATION ARMY**

**R/I** CORPORATION

% Int 100.0000000

Type BILLED OWNER

Acquisition Date 07/01/2011

Document Date 07/01/2011

Inactive Date 11/18/2020

### **Owner Name: BANNER ELEMENTARY**

R/I SOLE OWNER

% Int 100.000000

Type BILLED OWNER

Acquisition Date NONE

Document Date 06/16/1989

Inactive Date 06/30/2011

**Document Numbers** 

20200480172

**Document Numbers** 

20200480172

**Document Numbers** 

20110268836

**Document Numbers** 



## Owner Name: MINER, ROBERT E SR AND KATHRYN K

R/I SOLE OWNER % Int 0.000000 Type BILLED OWNER Acquisition Date NONE Document Date 04/20/1979 Inactive Date 06/15/1989

#### **Document Numbers**



# **Supplement History**

#### Supplement Date: 12/29/2015

Roll Type REGULAR SUPPLEMENT	Supp Туре	CONSTRUCTION COMPLETION
Supp Year 2015	New Land	99,285
Revised IND	New Imprv	383,910
Corrected Date 07/05/2018	Old Land	99,285
Correction Code 120D	Old Imprv	354,611
Legal Status SECURED	New HOX	0
<b>TRA</b> 7184	Old HOX	0
NOPIC Date 12/03/2017	Supp HOX	0
Extract Date 05/04/2018	Special Exem	29,299
Months Prorated 6	Impr Penalty	0
Corr Status COR	Prior Supps	0
Original Parcel 1191141370000	Construction in Progress	0
	Net Value	0

Billed Owner SALVATION ARMY

Joint Owner

#### Supplement Date: 12/29/2015

Roll Type REGULAR SUPPLEMENT	Supp Туре	CONSTRUCTION COMPLETION
Supp Year 2015	New Land	99,285
Revised IND Y	New Imprv	383,910
Corrected Date	Old Land	99,285
Correction Code	Old Imprv	354,611
Legal Status SECURED	New HOX	0
<b>TRA</b> 7184	Old HOX	0
NOPIC Date 12/03/2017	Supp HOX	0
Extract Date 05/04/2018	Special Exem	0
Months Prorated 6	Impr Penalty	0
Corr Status	Prior Supps	0
Original Parcel 1191141370000	Construction in Progress	0
	Net Value	29,299

Billed Owner SALVATION ARMY Joint Owner



## Supplement Date: 07/01/2011

Roll Type REGULAR SUPPLEMENT	Supp Туре	OWNERSHIP TRANSFER
Supp Year 2011	New Land	95,000
Revised IND	New Imprv	319,500
Corrected Date	Old Land	241,678
Correction Code	Old Imprv	943,826
Legal Status SECURED	New HOX	0
<b>TRA</b> 7184	Old HOX	0
NOPIC Date 05/26/2012	Supp HOX	0
Extract Date 08/03/2012	Special Exem	0
Months Prorated 11	Impr Penalty	0
Corr Status	Prior Supps	0
Original Parcel 1191141370000	Construction in Progress	0
	Net Value	(771,004)

Billed Owner SALVATION ARMY

Joint Owner

#### Supplement Date: 07/01/1999

Roll Type REGULAR SUPPLEMENT	Supp Туре	CONSTRUCTION COMPLETION
Supp Year 1999	New Land	197,503
Revised IND	New Imprv	771,761
Corrected Date	Old Land	197,503
Correction Code	Old Imprv	748,761
Legal Status SECURED	New HOX	0
<b>TRA</b> 7184	Old HOX	0
NOPIC Date 06/24/2002	Supp HOX	0
Extract Date 08/10/2002	Special Exem	23,000
Months Prorated 11	Impr Penalty	0
Corr Status	Prior Supps	0
Original Parcel 1191141370000	Construction in Progress	0
	Net Value	0
Billed Owner BANNER ELEMENTARY		

Joint Owner



#### Supplement Date: 02/15/1996

Roll Type	REGULAR SUPPLEMENT	Supp Туре	CONSTRUCTION COMPLETION
Supp Year	1995	New Land	184,340
Revised IND		New Imprv	699,131
Corrected Date	11/18/1998	Old Land	184,340
<b>Correction Code</b>	540E	Old Imprv	674,131
Legal Status	SECURED	New HOX	0
TRA	7184	Old HOX	0
NOPIC Date	11/18/1998	Supp HOX	0
Extract Date	11/18/1998	Special Exem	25,000
Months Prorated	4	Impr Penalty	0
Corr Status	COR	Prior Supps	0
Original Parcel	0286061490000	Construction in Progress	0
		Net Value	0

Billed Owner BANNER ELEMENTARY

Joint Owner

## Supplement Date: 07/01/1993

Roll Type REGULAR SUPPLEMENT	Supp Туре	CONSTRUCTION COMPLETION
Supp Year 1993	New Land	178,601
Revised IND	New Imprv	654,513
Corrected Date 06/20/1994	Old Land	178,601
Correction Code 240D	Old Imprv	584,513
Legal Status SECURED	New HOX	0
<b>TRA</b> 7184	Old HOX	0
NOPIC Date 06/20/1994	Supp HOX	0
Extract Date 06/20/1994	Special Exem	63,000
Months Prorated 11	Impr Penalty	0
Corr Status COR	Prior Supps	0
Original Parcel 0286061490000	Construction in Progress	0
	Net Value	7,000
Billed Owner BANNER ELEMENTARY		

Billed Owner BANNER ELEMENTARY
Joint Owner

